

7-2-2010

Hopkins Northwest v. Landscapes Unlimited Clerk's Record v. 1 Dckt. 37170

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(VOLUME 1)
IN THE
SUPREME COURT
OF THE
STATE OF IDAHO

LAW CLERK

HOPKINS NORTHWEST FUND, LLC.,
an Idaho limited liability company,

Plaintiff-Respondent,

-vs-

LANDSCAPES UNLIMITED, LLC.,
a Nebraska limited liability company,

Defendant-Appellant,

And

GREGORY O. BULLOCK and JEANETTE E. BULLOCK, husband and wife; HUNTER'S POINT DEVELOPMENT CORPORATION, an Idaho corporation; HUNTER'S POINT GOLF COMMUNITY, LLC., an Idaho limited liability company; LANCO, INC., an Idaho limited liability company; ADVANCED CONCRETE INC., an Idaho corporation; BUILD 4 U, INC., an Idaho corporation; KMO, INC., an Idaho corporation; MATZDORFF RESOURCES, LLC., an Idaho limited liability company, d/b/a MIKE'S SAND & GRAVEL; and THE CITY OF NAMPA, IDAHO, an Idaho municipality,

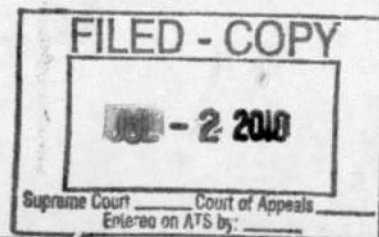
Defendants.

Appealed from the District of the Third Judicial District
for the State of Idaho, in and for Canyon County

Honorable GREGORY M. CULET, District Judge

John R. Goodell
Pocatello, Idaho 83204-1391
Attorney for Appellant

Stephen J. Gledhill
Boise, Idaho 83701
J. Frederick Mack
Boise, Idaho 83701-2527
Attorneys for Respondent



37170

IN THE SUPREME COURT OF THE
STATE OF IDAHO

HOPKINS NORTHWEST FUND, LLC.,)	
an Idaho limited liability company,)	
)	
Plaintiff-Respondent,)	Supreme Court No. 37170
)	
-vs-)	
)	
LANDSCAPES UNLIMITED, LLC., a)	
Nebraska limited liability company,)	
)	
Defendant-Appellant,)	
And)	
)	
GREGORY O. BULLOCK and JEANETTE E.)	
BULLOCK, husband and wife; HUNTER'S)	
POINT DEVELOPMENT CORPORATION, an)	
Idaho corporation; HUNTER'S POINT GOLF)	
COMMUNITY, LLC., an Idaho limited liability)	
company; LANCO, INC., an Idaho limited)	
liability company, ADVANCED CONCRETE)	
INC., an Idaho corporation; BUILD 4 U, INC.,)	
an Idaho corporation; KMO, INC., an Idaho)	
corporation; MATZDORFF RESOURCES, LLC.,)	
an Idaho limited liability company, d/b/a)	
MIKE'S SAND & GRAVEL; and THE CITY OF)	
NAMPA, IDAHO, an Idaho municipality,)	
)	
Defendants.)	

Appeal from the Third Judicial District, Canyon County, Idaho.

HONORABLE GREGORY M. CULET, Presiding

John R. Goodell, RACINE, OLSON, NYE, BUDGE & BAILEY, CHTD.,
P.O. Box 1391, Pocatello, ID 83204-1391

Attorney for Appellant

Stephen J. Gledhill, TROUT, JONES, GLEDHILL, FUHRMAN, PA.,
P.O. Box 1097, Boise, ID 83701

J. Frederick Mack, HOLLAND & HART, LLP., P.O. Box 2527, Boise, ID 83701-2527

Attorneys for Respondent

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2/1/2008	New Case Filed-Other Claims	Gregory M Culet
	Summons Issued	Gregory M Culet
	Filing: A1 - Civil Complaint, More Than \$1000 No Prior Appearance Paid by: Eismann, Richard B (attorney for Hopkins Northwest Funds LLC) Receipt number: 0291705 Dated: 2/1/2008 Amount: \$88.00 (Check) For: Hopkins Northwest Funds LLC (plaintiff)	Gregory M Culet
	Lis Pendens	Gregory M Culet
2/14/2008	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Wagner, Arnold L (attorney for KMO INC) Receipt number: 0294201 Dated: 2/14/2008 Amount: \$58.00 (Check) For: KMO INC (defendant)	Gregory M Culet
	Notice Of Appearance on behalf of def KMO	Gregory M Culet
	Affidavit Of Service (8)	Gregory M Culet
2/19/2008	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: White, Terrence R (attorney for City of Nampa) Receipt number: 0295054 Dated: 2/19/2008 Amount: \$.00 (Cash) For: City of Nampa (defendant)	Gregory M Culet
	Notice Of Appearance	Gregory M Culet
2/20/2008	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Clark, D Blair (attorney for Hunters Point Development Corp) Receipt number: 0295238 Dated: 2/20/2008 Amount: \$58.00 (Check) For: Hunters Point Development Corp (defendant)	Gregory M Culet
	Notice Of Appearance for Hunters Point	Gregory M Culet
2/25/2008	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Mollerup, Richard W (attorney for Lanco Inc) Receipt number: 0296372 Dated: 2/25/2008 Amount: \$58.00 (Check) For: Lanco Inc (defendant)	Gregory M Culet
	Notice Of Appearance for Lanco	Gregory M Culet
	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Foley, Howard Ray (attorney for Hunters Point Golf Community LLC) Receipt number: 0296374 Dated: 2/25/2008 Amount: \$58.00 (Check) For: Hunters Point Golf Community LLC (defendant)	Gregory M Culet
	Notice Of Appearance for Hunters Point Golf Community	Gregory M Culet
	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Arslanian, James Lund (attorney for Beus Excavation LLC) Receipt number: 0296482 Dated: 2/25/2008 Amount: \$58.00 (Cash) For: Beus Excavation LLC (defendant)	Gregory M Culet
	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Arslanian, James Lund (attorney for Advanced Concrete Inc) Receipt number: 0296484 Dated: 2/25/2008 Amount: \$58.00 (Cash) For: Advanced Concrete Inc (defendant)	Gregory M Culet
	Notice Of Appearance- Beus Excavation	Gregory M Culet
	Notice Of Appearance - Advanced Concrete	Gregory M Culet
2/27/2008	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Goodell, John R (attorney for Landscapes Unlimited LLC) Receipt number: 0296757 Dated: 2/27/2008 Amount: \$58.00 (Check) For: Landscapes Unlimited LLC (defendant)	Gregory M Culet

Case: CV-2008-0001242-C Current Judge: Gregory M Culet

Hopkins Northwest Fund vs. Gregory O Bullock, etal.

Other Claims

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2/27/2008	Notice Of Appearance for Landscape Unlimited	Gregory M Culet
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	Notice Of Appearance for Gregory & Jeanette Bullock	Gregory M Culet
3/5/2008	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Miller, Robert L (attorney for Dines, Richard) Receipt number: 0298326 Dated: 3/5/2008 Amount: \$58.00 (Check) For: Dines, Richard (defendant)	Gregory M Culet
	Notice Of Appearance for Richard Dines	Gregory M Culet
3/10/2008	Landscapes Unlimited Answer and cross-claim	Gregory M Culet
3/11/2008	Filing: J7B - Special Motions Cross Claim With Prior Appearance Paid by: Goodell, John R (attorney for Landscapes Unlimited LLC) Receipt number: 0300668 Dated: 3/17/2008 Amount: \$14.00 (Check) For: Landscapes Unlimited LLC (defendant)	Gregory M Culet
3/12/2008	Filing: J6B - Special Motions Third Party Complaint With Prior Appearance Paid by: Mollerup, Richard W (attorney for Lanco Inc) Receipt number: 0299841 Dated: 3/13/2008 Amount: \$14.00 (Check) For: Lanco Inc (defendant)	Gregory M Culet
	Filing: J7B - Special Motions Cross Claim With Prior Appearance Paid by: Mollerup, Richard W (attorney for Lanco Inc) Receipt number: 0299841 Dated: 3/13/2008 Amount: \$14.00 (Check) For: Lanco Inc (defendant)	Gregory M Culet
	Filing: J8B - Special Motions Counterclaim With Prior Appearance Paid by: Mollerup, Richard W (attorney for Lanco Inc) Receipt number: 0299841 Dated: 3/13/2008 Amount: \$14.00 (Check) For: Lanco Inc (defendant)	Gregory M Culet
	Lancos Counterclaim, Cross-claim and Third Party Comp & Demand for JT	Gregory M Culet
	Def Lancos Answer to Plt Comp & Demand for JT	Gregory M Culet
3/14/2008	Affidavit Of Service	Gregory M Culet
3/20/2008	Summons Issued for Def/counterclaim/cross-claimant/third party Plt Lanco	Gregory M Culet
3/25/2008	Answer (Hunters Point Golf Community)	Gregory M Culet
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3/26/2008	Answer of Hunters Point Development Corp	Gregory M Culet
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	Reply to Cross-Claim of Lanco INC	Gregory M Culet
	Answer to Landcos Cross-Claim by Hunters Point Golf Community	Gregory M Culet
4/4/2008	Filing: J7B - Special Motions Cross Claim With Prior Appearance Paid by: Miller, Robert L (attorney for Dines, Richard) Receipt number: 0304508 Dated: 4/4/2008 Amount: \$14.00 (Check) For: Dines, Richard (defendant)	Gregory M Culet
	Filing: J8B - Special Motions Counterclaim With Prior Appearance Paid by: Miller, Robert L (attorney for Dines, Richard) Receipt number: 0304508 Dated: 4/4/2008 Amount: \$14.00 (Check) For: Dines, Richard (defendant)	Gregory M Culet
	Answer, Counterclaim and Crossclaim	Gregory M Culet
4/9/2008	Cross Def Landscapes Reply to Crossclaim of Lanco	Gregory M Culet

Other Claims

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4/10/2008	Filing: I7A - Civil Answer Or Appear. All Other Actions No Prior Appearance Paid by: Peterman, Randall (attorney for Bank of the Cascades) Receipt number: 0305704 Dated: 4/10/2008 Amount: \$58.00 (Check) For: Bank of the Cascades (defendant)	Gregory M Culet
	Notice Of Appearance and request for notice (bank of the cascades)	Gregory M Culet
	reply to cross clsim of richard dines	Gregory M Culet
4/11/2008	Filing: I7A - Civil Answer Or Appear. All Other Actions No Prior Appearance Paid by: Gledhill, Stephen J (attorney for Hopkins Northwest Funds LLC) Receipt number: 0306115 Dated: 4/11/2008 Amount: \$58.00 (Check) For: Hopkins Northwest Funds LLC (defendant)	Gregory M Culet
	Notice Of Appearance for counter defendant hopkins northwest -atty stephen gledhill	Gregory M Culet
	Acceptance of Service	Gregory M Culet
	Affidavit Of Service (4)	Gregory M Culet
4/15/2008	Answer to Richard Dines Cross-Claim by Hunter Point Golf Community LLC	Gregory M Culet
	Affidavit Of Service- Build 4 U, Inc	Gregory M Culet
	Affidavit Of Service- Belt Creek, LLC	Gregory M Culet
	Affidavit Of Service- 2MD, Inc	Gregory M Culet
	Affidavit Of Service- Alloway Electric Co., Inc	Gregory M Culet
4/17/2008	reply to landscapes unlimited crossclaim	Gregory M Culet
	reply to landco incs landscape	Gregory M Culet
4/18/2008	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Steven Alkire Receipt number: 0307579 Dated: 4/18/2008 Amount: \$58.00 (Check) For: Matzdorff Resources LLC (defendant)	Gregory M Culet
	Notice Of Appearance- Steven Alkire-for Matzdorff Resources, LLC	Gregory M Culet
4/22/2008	reply to counterclaimant lanco's counterclaim	Gregory M Culet
4/24/2008	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Tschirgi, Scott A (attorney for Alloway Electric) Receipt number: 0308551 Dated: 4/24/2008 Amount: \$58.00 (Check) For: Alloway Electric (defendant)	Gregory M Culet
	Notice Of Appearance for Alloway Electric	Gregory M Culet
	Notice of Substitution Of Counsel	Gregory M Culet
	Reply to Counterclaimant Richard Dines' Counterclaim	Gregory M Culet
4/25/2008	Affidavit Of Service	Gregory M Culet
4/28/2008	Filing: I7A - Civil Answer Or Appear. All Other Actions No Prior Appearance Paid by: Schwager, Sheila R (attorney for 2md Inc) Receipt number: 0309213 Dated: 4/28/2008 Amount: \$58.00 (Check) For: 2md Inc (defendant)	Gregory M Culet
5/2/2008	Filing: I7A - Civil Answer Or Appear. All Other Actions No Prior Appearance Paid by: Anderson, Robert A (attorney for Mason & Stanfield Inc) Receipt number: 0310150 Dated: 5/2/2008 Amount: \$58.00 (Check) For: Mason & Stanfield Inc (defendant)	Gregory M Culet

Other Claims

Date		Judge
5/2/2008	Filing: J7B - Special Motions Cross Claim With Prior Appearance Paid by: Anderson, Robert A (attorney for Mason & Stanfield Inc) Receipt number: 0310150 Dated: 5/2/2008 Amount: \$14.00 (Check) For: Mason & Stanfield Inc (defendant)	Gregory M Culet
	Filing: J8B - Special Motions Counterclaim With Prior Appearance Paid by: Anderson, Robert A (attorney for Mason & Stanfield Inc) Receipt number: 0310150 Dated: 5/2/2008 Amount: \$14.00 (Check) For: Mason & Stanfield Inc (defendant)	Gregory M Culet
	Mason and Stanfield, Inc.'s Answer and Demand for Trial by Jury, and Counterclaim and Crossclaim	Gregory M Culet
5/8/2008	Hunters Point Golf Community Answer to cross-claim of Mason & Stanfield	Gregory M Culet
	Filing: J6B - Special Motions Third Party Complaint With Prior Appearance Paid by: Wagner, Arnold L (attorney for KMO INC) Receipt number: 0311470 Dated: 5/8/2008 Amount: \$14.00 (Check) For: KMO INC (defendant)	Gregory M Culet
	Filing: J7B - Special Motions Cross Claim With Prior Appearance Paid by: Wagner, Arnold L (attorney for KMO INC) Receipt number: 0311470 Dated: 5/8/2008 Amount: \$14.00 (Check) For: KMO INC (defendant)	Gregory M Culet
	Filing: J8B - Special Motions Counterclaim With Prior Appearance Paid by: Wagner, Arnold L (attorney for KMO INC) Receipt number: 0311470 Dated: 5/8/2008 Amount: \$14.00 (Check) For: KMO INC (defendant)	Gregory M Culet
	Defendant KMO, Inc's Answer to plaintiff's complaint; counterclaim, cross-claim and third party complaint; ad demand for jury trial	Gregory M Culet
	Summons Issued KMO, Inc.	Gregory M Culet
5/9/2008	Filing: J7B - Special Motions Cross Claim With Prior Appearance Paid by: James Arslanian Receipt number: 0312012 Dated: 5/9/2008 Amount: \$14.00 (Cash) For: Hopkins Northwest Funds LLC (defendant)	Gregory M Culet
	Filing: J8B - Special Motions Counterclaim With Prior Appearance Paid by: James Arslanian Receipt number: 0312012 Dated: 5/9/2008 Amount: \$14.00 (Cash) For: Hopkins Northwest Funds LLC (defendant)	Gregory M Culet
	Filing: J7B - Special Motions Cross Claim With Prior Appearance Paid by: James Arslanian Receipt number: 0312014 Dated: 5/9/2008 Amount: \$14.00 (Cash) For: Hopkins Northwest Funds LLC (defendant)	Gregory M Culet
	Filing: J8B - Special Motions Counterclaim With Prior Appearance Paid by: James Arslanian Receipt number: 0312014 Dated: 5/9/2008 Amount: \$14.00 (Cash) For: Hopkins Northwest Funds LLC (defendant)	Gregory M Culet
	Cross-Claim and Counterclaim of Advanced Concrete	Gregory M Culet
	Cross-Claim and Counterclaim of Beus Excavation	Gregory M Culet
5/14/2008	MAson & Stanfield Answer to Cross-Claim and counterclaim of Advanced Concrete	Gregory M Culet
	MAson & Stanfields Answer to Cross-Claim and counterclaim of Beus Excavation	Gregory M Culet
5/20/2008	Reply to Counterclaimant KMO INCS Counterclaim	Gregory M Culet
	Reply to Counterclaimant Mason & Stanfield INC counterclaim	Gregory M Culet
	Affidavit Of Service Bank Of Cascades	Gregory M Culet
	Affidavit Of Service Alliance Title	Gregory M Culet

Case: CV-2008-0001242-C Current Judge: Gregory M Culet

Hopkins Northwest Fund vs. Gregory O Bullock, etal.

Other Claims

Date		Judge
5/20/2008	Affidavit Of Service Titleone	Gregory M Culet
	Reply to Cross-Claim and counterclaim of Beus Excavation	Gregory M Culet
5/21/2008	Affidavit Of Service (7)	Gregory M Culet
5/27/2008	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Michaelson, Terry M (attorney for Shober Family Limited Partnership,) Receipt number: 0314924 Dated: 5/27/2008 Amount: \$58.00 (Check) For: Shober Family Limited Partnership, (defendant)	Gregory M Culet
	Notice Of Appearance Schober Family Limited Partnership (2)	Gregory M Culet
5/28/2008	MAson & Stanfield INC Answer to KMO Third Party Complaint	Gregory M Culet
5/29/2008	Filing: I1B - Civil Answer Or Appear. More Than \$1000 With Prior Appearance Paid by: Moffatt Thomas Receipt number: 0315526 Dated: 5/29/2008 Amount: \$14.00 (Check) For: Bank of the Cascades (defendant)	Gregory M Culet
	Answer of Bank of Cascades to Lanco counterclaim, crossclaim and third party comp & demand for JT & objection to demand for JT	Gregory M Culet
5/30/2008	Notice Of Appearance- Edward and Grace Shank- Terry Michaelson	Gregory M Culet
	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Michaelson, Terry M (attorney for Shank, Edward) Receipt number: 0315995 Dated: 5/30/2008 Amount: \$58.00 (Check) For: Shank, Edward (defendant)	Gregory M Culet
6/3/2008	Notice Of Appearance Build 4U	Gregory M Culet
	Filing: I1A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Murphy, Michaelina B (attorney for Build 4 U Inc) Receipt number: 0316328 Dated: 6/3/2008 Amount: \$58.00 (Check) For: Build 4 U Inc (defendant)	Gregory M Culet
6/4/2008	Reply to KMO Crossclaim by Hunters Point Development Corporation	Gregory M Culet
	Reply to Advanced Concretes Crossclaim by Hunters Point Development corp	Gregory M Culet
6/13/2008	Notice Of Hearing on def/counterclaim/third party Plt Lanco mo for Partial Summary Judg 8-20-08 9:00	Gregory M Culet
	Hearing Scheduled (Motion Hearing 08/20/2008 09:00 AM) Partial Sum Judgment	Gregory M Culet
6/16/2008	Hunters Point Golf Community Notice of Bankruptcy Filing	Gregory M Culet
6/17/2008	Stipulation to judgment	Gregory M Culet
6/24/2008	Notice Of Service	Gregory M Culet
6/27/2008	Notice change of address	Gregory M Culet
7/10/2008	Notice Of Service (5)	Gregory M Culet
7/17/2008	Answer of Edward D Shank and Grace Shank to the Cross-Claim and Third Party Complaint of KMO, Inc	Gregory M Culet
	Answer of Edward D Shank and Grace Shank to the Cross-Claim and Third Party Complaint of Lanco Inc	Gregory M Culet
	Answer of The Schober Family Limited Partnership to the Cross-Claim and Third Party Complaint of KMO, Inc	Gregory M Culet
	Answer of The Schober Family Limited Partnership to the Cross-Claim and Third Party Complaint of Lanco Inc	Gregory M Culet

Other Claims

Date		Judge
7/22/2008	Amended Notice Of Hearing mo Partial Sum Judg 9-8-08 10:00	Gregory M Culet
	Hearing Scheduled (Motion Hearing 09/08/2008 10:00 AM) Partial Sum Judgment	Gregory M Culet
7/25/2008	Notice Of Service	Gregory M Culet
8/4/2008	Notice of Service Re: Discovery	Gregory M Culet
8/11/2008	Def Counterclaimant Cross Claim/Third Party Lanco Motion for Partial Summary Judgment	Gregory M Culet
	Affidavit of Tessa Mccollum in Support of Def/Counterclaim mo Partial Summary Judgment	Gregory M Culet
	Affidavit of David A Bills in support of Def Counterclaimants cross claimants/Motion for Partial Summary Judgment	Gregory M Culet
	Defendant Beus Excavation, LLC Answer to Plaintiff's Complaint and Demand for Jury Trial	Gregory M Culet
	Defendant Advanced Concrete, Inc. Answer to Plaintiff's Complaint and Demand for Jury Trial	Gregory M Culet
	Reply to Counterclaimant Beus Excavation LLC's Cross-Claim and Counterclaim	Gregory M Culet
	Reply to Counterclaimant Advanced Concrete, Inc.'s Cross-Claim and Counterclaim	Gregory M Culet
	Defendant/Counterclaimant/Cross-Claimant/Third-Party Plaintiff Lanco, Inc's Memorandum in Support of Its Motion for Partial Summary Judgment	Gregory M Culet
8/12/2008	Affidavit of Gregory O. Bullock in Support of Defendant/Counterclaimant/Cross-Claimant/Third-Party Plaintiff Lanco, Inc.'s Motion for Partial Summary Judgment (fax)	Gregory M Culet
8/15/2008	Notice of Intent to Take Default	Gregory M Culet
	Notice of Intent to Take Default	Gregory M Culet
	Answer to complaint counterclaim, crossclaim and third-party complaint	Gregory M Culet
8/18/2008	Second Amended Notice of Hearing 09/08/2008 (fax)	Gregory M Culet
	Plaintiff/Counterdefendant Hopkins Northwest Fund, LLC's Motion for Rule 56(f) Relief	Gregory M Culet
	Memorandum in Support of Motion for Rule 56(f) Relief	Gregory M Culet
	Affidavit of counsel in Support of Motion for Extension of Time Pursuant to Rule 56(f) of the Idaho Rules of Civil Procedure	Gregory M Culet
	Motion Shortening Time for Hearing	Gregory M Culet
8/19/2008	Notice Of Hearing 09/08/2008 rule 56 relief (fax)	Gregory M Culet
	Notice Of Hearing on plttf/counterdefendant motion for rule 56 relief 09/08/2008	Gregory M Culet
8/20/2008	Reply to Counterclaimant Build 4 U Incs, counterclaim, crossclaim & third party Comp	Gregory M Culet
8/26/2008	Notice of Service Re: Discovery (fax)	Gregory M Culet
9/2/2008	Affidavit of richard stacey (fax)	Gregory M Culet
	def lanco opposition to hopkins motion for rule 56(f) relief (fax)	Gregory M Culet
9/3/2008	MAson & Stanfield Answer to Build 4U Conterclaim, Crossclaim and Third Party Complaint	Gregory M Culet

Other Claims

Date		Judge
9/4/2008	Reply Memorandum in Support of Motion for Rule 56(f) Relief	Gregory M Culet
	Supplemental Affidavit of stephen J. Glehdill in Support of Motion for Extension of Time Pursuant to Rule 56(f) of the Idaho Rules of Civil Procedure	Gregory M Culet
9/5/2008	Affidavit of geoffrey mcconnell (fax)	Gregory M Culet
9/8/2008	Hearing result for Motion Hearing held on 09/08/2008 10:00 AM: Interim Hearing Held Partial Sum Judgment/ rule 56 relief	Gregory M Culet
	Hearing result for Motion Hearing held on 09/08/2008 10:00 AM: District Court Hearing Held	Gregory M Culet
	Court Reporter: Number of Transcript Pages for this hearing estimated: less than 100 pages	
9/10/2008	Order RE: Motion for Continuance Pursuant to Idaho Rules of Civil Procedure 56(f)	Gregory M Culet
9/11/2008	Notice of Service Re: Discovery (fax)	Gregory M Culet
9/15/2008	Def LAndscapes Request For Trial Setting	Gregory M Culet
9/17/2008	Motion to withdraw as counsel of record for Hunters Point Golf Community	Gregory M Culet
	Affidavit of Howard R Foley in support of Mo to withdraw	Gregory M Culet
	Notice Of Hearing 10-23-08 9:00	Gregory M Culet
	Hearing Scheduled (Motion Hearing 10/23/2008 09:00 AM) mo withdraw	Gregory M Culet
9/18/2008	Def Landscapes Unlimited Reply to Cross Claim of Advanced Concrete	Gregory M Culet
	Def Landscapes Unlimited Reply to Cross claim of Beus Excavation	Gregory M Culet
	Def LAndscapes Reply to Cross Claim of Richard Dines	Gregory M Culet
	Def Landscapes Reply to Cross Claim of KMO INC	Gregory M Culet
	Def Landscapes Reply to Cross Claim of Mason & Stanfield InC	Gregory M Culet
9/24/2008	Hearing Scheduled (Conference - Status 11/04/2008 09:00 AM)	Gregory M Culet
	Notice Of Hearing 11-4-08 9:00	Gregory M Culet
	Motion to withdraw atty for Hunter's Point	Gregory M Culet
	Affidavit in support of motion	Gregory M Culet
	Notice Of Hearing 10-23-08	Gregory M Culet
9/30/2008	Notice Of Service	Gregory M Culet
10/3/2008	Notice of Dismissal of Counter-Claim and Cross-Claim by Richard Dines (fax)	Gregory M Culet
10/10/2008	Notice of nonopposition to motion to withdraw as counsel of record for hunters point golf community (fax)	Gregory M Culet
	Notice of nonopposition of motion to withdraw as attorney for hunters point development (fax)	Gregory M Culet
	Notice of Non-Opposition	Gregory M Culet
	Notice Of Service	Gregory M Culet
10/14/2008	Def Counterclaimant/ Cross claim/Third Party Plt Lanco Memo in support of its Motion for Partial Summary Judgment against Hunters Point, HUnters Point Golf Community & Gregory Bullock	Gregory M Culet

Other Claims

Date		Judge
10/14/2008	Def Counterclaimant, Cross Claim/Third Party Plt Lanco Incs Motion for Partial Summary Judgment against Hunters Point Development, Hunters Point Golf Community and Gregory Bullock	Gregory M Culet
	Notice Of Hearing 11-19-08 1:30	Gregory M Culet
	Hearing Scheduled (Motion Hearing 11/19/2008 01:30 PM) Def counterclaim mo sum judgment	Gregory M Culet
	Notice Of Service	Gregory M Culet
10/16/2008	Defendant Lanco's objection to motion to withdraw as attorney for hunter's point development and hunter's golf community (fax)	Gregory M Culet
10/20/2008	Hearing Scheduled (Motion Hearing 11/19/2008 01:30 PM) mo withdraw	Gregory M Culet
	Amended Notice of Hearing	Gregory M Culet
10/22/2008	Stipulation for Dismissal without Prej 3rd Party Def 2MD	Gregory M Culet
10/24/2008	Second Amended Notice Of Hearing 11-19-08 1:30	Gregory M Culet
10/27/2008	Order for Dismissal without Prej as to Build 4U against 2MD Inc	Gregory M Culet
	Civil Disposition entered for: 2md Inc, Defendant; Build 4 U Inc, Defendant; Hopkins Northwest Funds LLC, Plaintiff. Filing date: 10/27/2008	Gregory M Culet
10/29/2008	Notice Of Service (fax)	Gregory M Culet
11/4/2008	Hearing result for Conference - Status held on 11/04/2008 09:00 AM: Hearing Held	Gregory M Culet
11/5/2008	Notice of Intent to Take Default	Gregory M Culet
	Notice Of Hearing on Hopkins Northwest Fund's Cross-Motion for Partial Summary Judgment	Gregory M Culet
	Hearing Scheduled (Motion Hearing 12/08/2008 09:00 AM) Cross-Motion for Partial Summary Judgment	Gregory M Culet
	Cross-Motion for Summary Judgment	Gregory M Culet
	Hopkins Northwest Fund, LLC's Summary Judgment Memorandum	Gregory M Culet
	Affidavit of Daniel Loras Glynn	Gregory M Culet
	Affidavit of Stephen J Gledhill	Gregory M Culet
	Affidavit of Mary J Smith	Gregory M Culet
	Affidavit of Randall H Hopkins	Gregory M Culet
	Affidavit of Doug Broetje	Gregory M Culet
	Affidavit of Derwyn Shank	Gregory M Culet
11/6/2008	Landscapes Unlimited Notice of Non-Objection to Motions for Withdrawal of Counsel by Hunter's Point Development Corp and Hunter's Point Golf Community	Gregory M Culet
11/7/2008	Hopkins Northwest Fund's Motion to Continue and Reset Hearing on Lanco's Partial Summary Judgment Motion (fax)	Gregory M Culet
11/10/2008	Hearing Scheduled (Motion Hearing 12/08/2008 01:30 PM) Def counterclaim mo sum judgment	Gregory M Culet
	Answer of Cross Def KMO, Inc to Cross-Claim of Cross Claimant Build 4 U, Inc	Gregory M Culet
11/13/2008	Hearing result for Motion Hearing held on 12/08/2008 01:30 PM: Hearing Vacated Def counterclaim mo sum judgment	Gregory M Culet

Other Claims

Date		Judge
11/13/2008	Hearing result for Motion Hearing held on 12/08/2008 09:00 AM: Hearing Vacated Cross-Motion for Partial Summary Judgment	Gregory M Culet
	Hearing result for Motion Hearing held on 11/19/2008 01:30 PM: Hearing Vacated mo withdraw	Gregory M Culet
	Hearing Scheduled (Motion Hearing 01/22/2009 01:30 PM) sum judgment & mo withdraw	Gregory M Culet
	Amended Notice Of Hearing 1-22-09	Gregory M Culet
	Stipulation for Dismissal without Prejudice (2MD & Build 4U ONLY)	Gregory M Culet
	Stipulation Resolving Lanco Inc's Claim Against 2MD, Inc and Bank of the Cascades	Gregory M Culet
11/14/2008	Notice Of Service (fax)	Gregory M Culet
	Order Approving Stipulation Resolving Lanco Incs Claim against 2MD & Bank of the Cascades	Gregory M Culet
	Order for Dismissal of Build 4 U Claims without Prej against Bank of the Cascades	Gregory M Culet
	Civil Disposition entered for: Bank of the Cascades, Defendant; Build 4 U Inc, Defendant. Filing date: 11/14/2008 Dismiss of Build 4 U claims against BAnk of Cascades	Gregory M Culet
11/17/2008	Notice of Non-Opposition to Landco, Inc's Motion for Summary Judgment	Gregory M Culet
11/25/2008	Disclaimer of Lien Rights (Richard Dines)	Gregory M Culet
	Stipulation to Dismiss with Prej	Gregory M Culet
12/3/2008	Stipulation for Scheduling & Planning	Gregory M Culet
12/4/2008	Order to Dismiss Def Build 4 U Claims Against Hopkins Northwest Fund With PREj	Gregory M Culet
	Order Governing Proceedings and Setting trial	Gregory M Culet
	Hearing Scheduled (Court Trial 06/08/2009 09:00 AM)	Gregory M Culet
	Hearing Scheduled (Court Trial 06/15/2009 09:00 AM)	Gregory M Culet
	Hearing Scheduled (Pre Trial 05/07/2009 08:30 AM)	Gregory M Culet
	Miscellaneous Payment: For Comparing And Conforming A Prepared Record, Per Page Paid by: Trout Jones Gledhill Fuhrman Receipt number: 0355397 Dated: 12/4/2008 Amount: \$2.00 (Check)	Gregory M Culet
	Miscellaneous Payment: For Certifying The Same Additional Fee For Certificate And Seal Paid by: Trout Jones Gledhill Fuhrman Receipt number: 0355397 Dated: 12/4/2008 Amount: \$1.00 (Check)	Gregory M Culet
12/10/2008	Stipulation to Dismiss With Prejudice Defendant/Cross Counterclaimant KMO Against Plaintiff/Counterdefendant Hopkins Northwest Fund, LLC	Gregory M Culet
12/11/2008	Errata To Hopkins Northwest Fund, LLC's Summary Judgment Memorandum (fax)	Gregory M Culet
12/12/2008	Motion to Dismiss Def City of Nampa	Gregory M Culet
	Memorandum in support of Mo to Dismiss Def City of Nampa	Gregory M Culet
	Notice Of Hearing 1-22-09	Gregory M Culet
12/16/2008	Order to Dismiss With Prejudice	Gregory M Culet
12/17/2008	Stipulation to Dismiss with Prej	Gregory M Culet

Other Claims

Date		Judge
12/18/2008	Order to Dismiss with PRej Def/Counterclaimants/Cross Claimants Beus Excavation and Advanced Concrete claim against PLT/counterdef Hopkins Northwest Fund	Gregory M Culet
	Notice of Bankruptcy Filing	Gregory M Culet
12/22/2008	Def Landscapes Unlimited's Brief in Support of Motion for Partial Summary Judgment	Gregory M Culet
	Affidavit of Michael Surls in Support of Def Landscapes Unlimited's Motion for Partial Summary Judgment	Gregory M Culet
	Affidavit of Gregory O Bullock in Support of Landscapes Unlimited's Motion for Partial Summary Judgment	Gregory M Culet
	Affidavit of Rory Hutchison in Support of Def Landscapes Unlimited's Motion for Partial Summary Judgment	Gregory M Culet
	Affidavit of Ryan Preister in Support of Def Landscapes Unlimited's Motion for Partial Summary Judgment	Gregory M Culet
	Affidavit of Michael Scott Cowan, Deputy Canyon County Assessor	Gregory M Culet
	Def Landscapes Unlimited's Certificate of Service	Gregory M Culet
	Def Landscapes Unlimited's Motion for Partial Summary Judgment	Gregory M Culet
	Notice Of Hearing 01-22-09 at 1:30pm	Gregory M Culet
12/24/2008	Notice Of Service (fax	Gregory M Culet
1/6/2009	Notice Of Hearing 1-22-09 at 1:30 pm	Gregory M Culet
1/8/2009	Hopkins HP North Slope Motion to Intervene	Gregory M Culet
	Hopkins HP Elk Basin Motion to Intervene	Gregory M Culet
	Hopkins HP Rim Property Motion to Intervene	Gregory M Culet
	Hopkins HP Schmidt Motion to Intervene	Gregory M Culet
	Affidavit of Randy Hopkins in Support of Motions to Intervene and Motion to Dismiss	Gregory M Culet
	Hopkins HP Elk BASin Answer to Build 4 U Third PARTY Complaint	Gregory M Culet
	Hopkins HP Elk Basin Answer to Mason & Stanfield Incs Cross-Claim	Gregory M Culet
	Hopkins HP Rim Answer to KMO Incs Third PARTY Complaint	Gregory M Culet
	Hopkins HP Rim Property Answer to Build 4 U Third PARTY Complaint	Gregory M Culet
	Hopkins HP Rim Property Answer to Lanco INCS Third PARTY Complaint	Gregory M Culet
	Hopkins HP Schmidt LLCs Answer to KMO Third PARTY Complaint	Gregory M Culet
	Hopkins HP Schmidt Answer to Build 4 U Incs Third PARTY Complaint	Gregory M Culet
	Hopkins HP Schmidt Answer to Lancos Third Party Complaint	Gregory M Culet
	Hopkins HP Schmidt Answer to Masons & Stanfield INCS Cross Claim	Gregory M Culet
	Hopkins HP North Slope Answer to KMO Third PARTY Complaint	Gregory M Culet
	Hopkins HP Elk Basin Answer to Lanco Incs Third PARTY Complaint	Gregory M Culet
	Hopkins HP Rim Property Answer to MASON AND Stanfields INC Cross-claim	Gregory M Culet
	Hopkins HP Elk BASin Answer to KMO INCS Third PARTY Complaint	Gregory M Culet
	Hopkins HP Slope Answer to Mason & Stanfield INCS Cross Claim	Gregory M Culet
	Hopkins HP North Slope Answer to Build 4 U Third PARTY Complaint	Gregory M Culet

Other Claims

Date		Judge
1/8/2009	Hopkins HP North Slope Answer to Lanco Third Party Complaint	Gregory M Culet
	Hopkins Northwest Funds Conditional Motion to Dismiss Complaint (Except Against The Bullocks)	Gregory M Culet
	Notice Of Hearing 1-22-09 1:30pm	Gregory M Culet
	Plaintiff/Counterdefendant's Motion for Leave to File Amended Reply	Gregory M Culet
	Notice Of Hearing on Plaintiff/Counterdefendant's Motion for Leave to File Amended Answer to Lanco Counterclaim	Gregory M Culet
	Plaintiff/Counterdefendant's Memorandum in Support of Motion for Leave to File Amended Reply	Gregory M Culet
	Plaintiff/Counterdefendant's Memorandum in Support of Motion to Strike the Affidavit of Michael Scott Cowan	Gregory M Culet
	Plaintiff/Counterdefendant's Motion to Strike the Affidavit of Michael Scott Cowan	Gregory M Culet
	Notice Of Hearing on Plaintiff/Counterdefendant's Motion to Strike the Affidavit of Michael Scott Cowan	Gregory M Culet
	Affidavit of Hope Cheney	Gregory M Culet
	Hopkins Northwest Fund, L.L.C.'s Summary Judgment Memorandum	Gregory M Culet
1/12/2009	Stipulation RE: Pending Summary Judgment Motions	Gregory M Culet
	Edward D Shank and Grace Shank's Statement of Non-Opposition to Hopkins HP Rim Property LLC Motion to Intervene	Gregory M Culet
	The Schober Family Limited Partnership's Statement of Non-Opposition to Hopkins Hp Elk Basin LLC's Motion to Intervene	Gregory M Culet
1/13/2009	bank of cascades statement of non-opposition to hopkins north slope motion to intervene	Gregory M Culet
	bank of cascades statement of non-opposition to hopkins schmidt motion to intervene	Gregory M Culet
1/14/2009	Order on Stipulation RE: Pending Summary Judgment Motions	Gregory M Culet
	Hearing Scheduled (Motion Hearing 02/24/2009 01:30 PM) mo withdraw & mo sum Judgment	Gregory M Culet
1/15/2009	Lanco, Inc's Opposition to Motions to Intervene (fax)	Gregory M Culet
	Lanco's Memorandum in opposition to hopkins motion for leave to file amended reply (fax)	Gregory M Culet
	Lanco's opposition to hopkins conditional motion to dismiss complaint (fax)	Gregory M Culet
1/16/2009	defendant landscapes unlimited brief opposing pltf hopkins northwestern conditional motion to dismiss complaint (except as against the bullocks) (fax)	Gregory M Culet
	defendant landscapes unlimited's brief opposing hopkins hp entities motions to intervene (fax)	Gregory M Culet
1/20/2009	Notice Of Hearing on Plaintiff/Counterdefendants' Cross-Motion for Summary Judgment Against Landscapes Unlimited LLC 2/24/2009 @ 1:30 PM	Gregory M Culet
	Stipulation of Dismissal	Gregory M Culet
	Def Landscapes Unlimiteds Brief Opposing Plt Hopkins Northwests conditional Motion to Dismiss Complaint	Gregory M Culet

Other Claims

Date		Judge
1/20/2009	Def Landscapes Unlimiteds Brief opposing Hopkins HP Entities Motions to Intervene	Gregory M Culet
	Affidavit of Robert A Faucher in support of Hopkins Replies in Support of ITS Motions to Intervene and Motion to Dismiss	Gregory M Culet
	Supplemental Stipulation for Substitution of Hopkins HP Schmidt and Hopkins HP North Slope For Bank of the Cascades	Gregory M Culet
	Supplemental Stipulation for Joinder of Hopkins HP Rlm Property with Edward and Grace Shank	Gregory M Culet
	Supplemental Stipulation for Substitution of Hopkins HP Elk Basin for the Schober Family Limited Partnership	Gregory M Culet
	Hopkins Northwest Funds Reply in support of ITS Motion to Dismiss	Gregory M Culet
	Reply of Hopkins Companies in support of Their Motions to Intervene	Gregory M Culet
	Stipulation RE: Landscapes Unlimited LLCs Motion for Partial Summary Judgment And Hopkins Northwest Fund, Cross Motion for Summary Judgment Against Landscapes Unlimited and Related Motion	Gregory M Culet
	Pltf's reply to memorandum in support of motion for leave to file amended reply (fax)	Gregory M Culet
	Stipulation to Reschedule Motions to Withdraw (fax)	Gregory M Culet
	Amended Notice of Hearing on Hunter's Point Development Corporation's & Hunter's Point Golf Community, LLC's Motions to Withdraw 2-24-09 (fax)	Gregory M Culet
1/21/2009	Order on Stip RE: Landscapes Unlimited, LLC's MOTN for Part Sum JDMT and Hopkins Northwest Fund, LLC's Cross-MOTN for Sum JDMT Against Landscapes Unlimited, LLC and Related MOTN	Gregory M Culet
1/22/2009	Hearing result for Motion Hearing held on 01/22/2009 01:30 PM: Motion Granted Sub Parties/File Amended Reply/Mo to Dismiss = Ruling reserved	Gregory M Culet
	Hearing result for Motion Hearing held on 01/22/2009 01:30 PM: District Court Hearing Held Court Reporter: Debora Kreidler Number of Transcript Pages for this hearing estimated: less than 100 pages	Gregory M Culet
1/27/2009	Amended cross-Motion for partial summary judgment against lanco (fax)	Gregory M Culet
	Cross-Motion for partial summary judgment against landscape unlimited (fax)	Gregory M Culet
1/28/2009	Order for Substitution and Joinder of Hopkins HP Entities	Gregory M Culet
1/30/2009	Order Granting Motion for Leave to File Amended Answer to Lanco Counterclaim	Gregory M Culet
2/2/2009	Notice Of Service (fax)	Gregory M Culet
2/3/2009	Stipulation Governing Proceedings and setting trial	Gregory M Culet
2/4/2009	Order Governing Proceedings and Setting Trial	Gregory M Culet
	Stipulation for Dismissal without Prej (KMO and 2MD)	Gregory M Culet
2/5/2009	Order for Dismissal of KMO Incs Claims Without Prej against 2MD And Bank of the Cascades	Gregory M Culet

Other Claims

Date		Judge
2/9/2009	Defn Landscapes unlimited's Reply Brief in Suppt of Motn for Summary Jdmt; Response to Plnt Hopkins Northwest Fund's Cross-motn for Summary Jdmt; and Response to Plnt Hopkins Northwest Fund's Motn to Strike Michael Cowan Affd	Gregory M Culet
	Second Affidavit of Michael scott Cowan, Deputy Canyon County Assessor	Gregory M Culet
2/10/2009	Certificate of Service	Gregory M Culet
	Affidavit of Richard L. Stacey in Opposition to Hopkins Northwest Fund, LLC's Cross-Motion for Summary Judgment	Gregory M Culet
	Affidavit of Richard A. Gray in Opposition to Hopkins Northwest Fund, LLC's Cross-Motion for Summary Judgment	Gregory M Culet
	Supplemental Affidavit of Mary J. Smith in Support of Lanco, Inc.'s Opposition to Hopkins Northwest Fund, LLC's Cross-Motion for Summary Judgment	Gregory M Culet
	Lanco, Inc.'s Opposition to Hopkins Northwest Fund, LLC's Cross-Motion for Summary Judgment	Gregory M Culet
2/12/2009	Second Affidavit of Michael Scott Cowan Deputy Canyon County Assessor	Gregory M Culet
	Errata to Second Affidavit of Michael Scott Cowan, Deputy Canyon County Assessor	Gregory M Culet
	Errata to Defendant Landscapes Unlimited's Reply Brief in Support of Motion for Summary Judgment; Response to Plaintiff Hopkins Northwest Fund's Cross-Motion for Summary Judgment; and Response to Plaintiff Hopkins Northwest Fund's Motion to Strike Michael Cowan Affidavit	Gregory M Culet
2/13/2009	Order Re: Motion to dismiss	Gregory M Culet
	Civil Disposition entered for: Lanco Inc, Defendant; Landscapes Unlimited, Defendant; Hopkins Northwest Funds, Plaintiff. Filing date: 2/13/2009	Gregory M Culet
	Order Re: Motion to dismiss	
2/17/2009	Lanco Inc reply to Hopkins Northwest fund LLC opposition to Lanco Inc motion for partial summary judgment	Gregory M Culet
	Motion to strike affd of Doug Broetje	Gregory M Culet
	Memorandum in suport of Motion to strike affd of Doug Broetje	Gregory M Culet
	Affidavit of Geoffrey j. mcConnell in support of Motion to strike affd of Doug Broetje	Gregory M Culet
	Lanco Inc Rule 56(e) motion to strike	Gregory M Culet
	Memorandum in support of Lanco Inc motion to strike	Gregory M Culet
	Certificate Of Mailing	Gregory M Culet
	Motion to shorten time to have heard Lanco Inc motion to strike	Gregory M Culet
	Affidavit of Counsel in Support of Plaintiff/Counterdefendant Hopkins Northwest Fund LLC's Motion to Strike the Affidavit of David A Bills in Opposition to Cross-Motion for Summary Judgment	Gregory M Culet
	Reply Memorandum in Support of Plaintiff/Counterdefendant Hopkins Northwest Fund LLC's Cross-Motion for Summary Judgment as Against Defendant/Counterclaimt Lanco, inc.	Gregory M Culet
	Plaintiff/Counterdefendant Hopkins Northwest Fund LLC's Motion to Strike the Affidavit of David A Bills in Opposition to Cross-Motion for Summary Judgment	Gregory M Culet

Other Claims

Date		Judge
2/17/2009	Plaintiff/Counterdefendant Hopkins Northeast Fund LLC's Memorandum to Strike the Affidavit of David A Bills in Opposition to Cross-Motion for Summary Judgment	Gregory M Culet
	Reply Brief of Hopkins Northwest fund, LLC	Gregory M Culet
2/18/2009	Notice Of Hearing 02/24/2009 (fax)	Gregory M Culet
2/19/2009	Motion Shortening Time RE: Plaintiff's Motion to Strike Affidavit of David Bills	Gregory M Culet
	Notice Of Hearing on Plaintiff/Counterdefendant's Motion to Strike the Affidavit of David A Bills in Opposition to Cross-Motion for Summary Judgment	Gregory M Culet
	Order Shortening Time to Have Heard Lanco, Inc's Motions to Strike	Gregory M Culet
	Order Shortening Time RE: Plntf's Motion to Strike Affidavit of David Bills	Gregory M Culet
2/20/2009	Civil Disposition entered for: City of Nampa, Defendant; Hopkins Northwest Funds, Plaintiff. Filing date: 2/20/2009 Order Regarding Stipulation of Dismissal w/prejudice	Gregory M Culet
	Notice and Partial Disclaimer of Interest by Def Landscapes Unlimited LLC	Gregory M Culet
	Lanco Inc.'s Memorandum in Opposition to Hopkins Northwest Fund, LLC's Motion to Strike the Affidavit of David A Bills in Opposition to Cross-Motion for Summary Judgment (fax)	Gregory M Culet
2/23/2009	Def's landscapes unlimited Objection to pltf untimely apportionment argument (fax)	Gregory M Culet
	Opposition to Lanco, Incs Rule 56(e) Motions to Strike Affidavits of Mary J Smith & Doug Broetje	Gregory M Culet
	Affidavit of Stephen J Gledhill	Gregory M Culet
	Errata to Affidavit of geoggrey mcconnell (fax)	Gregory M Culet
	Notice Of Service of Discovery (fax)	Gregory M Culet
	Certificate of Service (fax)	Gregory M Culet
	Defendant Landscapes Unlimited LLC Objection to Plaintiff Hopkins' untimely apportionment argument	Gregory M Culet
2/24/2009	Notice and Partial Disclaimer of Interest by Defendant Landscapes Unlimited, LLC	Gregory M Culet
2/25/2009	Hearing result for Motion Hearing held on 02/24/2009 01:30 PM: Hearing Held mo withdraw & mo sum Judgment/Motn to Strike the Affd of David A Bills in Opposition to Cross-Motn for Sum Judgment/MOTN TO SHORTEN TIME ON LANCO INC'S MOTN TO STRIKE	Gregory M Culet
2/26/2009	Order Granting Motions to Amend Answers	Gregory M Culet
	Notice Of Service of Discovery (fax)	Gregory M Culet
3/2/2009	Order Granting Motions to Amend Answers	Gregory M Culet
3/3/2009	Hearing Scheduled (Conference - Telephone 03/12/2009 03:30 PM)	Gregory M Culet
	Hearing Scheduled (Conference - Telephone 03/26/2009 01:30 PM) 2nd setting for ruling	Gregory M Culet
3/4/2009	Motion to Dismiss Lien Foreclosure Claim Asserted By KMO INC	Gregory M Culet
	Affidavit of Joe Meuleman in support of Mo to Dismiss	Gregory M Culet
	Notice of Disclaimer of Interest/KMO INC	Gregory M Culet

Other Claims

Date		Judge
3/4/2009	Notice Of Hearing 4-23-09 1:30pm	Gregory M Culet
	Hearing Scheduled (Motion Hearing 04/23/2009 01:30 PM) Mo to Dismiss Lien Foreclosure Claim	Gregory M Culet
3/9/2009	Notice of Non-Opposition to KMO, Inc.'s Motion to Dismiss Lien Foreclsource Claim (fax)	Gregory M Culet
3/12/2009	Hearing result for Conference - Telephone held on 03/12/2009 03:30 PM: Hearing Held	Gregory M Culet
	Hearing result for Conference - Telephone held on 03/12/2009 03:30 PM: District Court Hearing Held Court Reporter: Laura Whiting Number of Transcript Pages for this hearing estimated: less than 100 pages	Gregory M Culet
3/13/2009	Defendant Landscapes Unlimited's Lay & Expert Witness List	Gregory M Culet
	Notice Of Service (fax)	Gregory M Culet
3/16/2009	Motion to withdraw as counsel of record	Gregory M Culet
	Affidavit in support of Motion to withdraw as counsel of record	Gregory M Culet
	Notice Of Hearing	Gregory M Culet
	Hearing Scheduled (Motion Hearing 04/23/2009 09:00 AM) Motn to withdraw	Gregory M Culet
3/17/2009	Def Lanco Inc's Witness Disclosure	Gregory M Culet
	Disclosure of Expert Witness	Gregory M Culet
	Certificate Of Service	Gregory M Culet
3/18/2009	Notice Of Service 03-17-09	Gregory M Culet
3/19/2009	Notice Of Service (fax)	Gregory M Culet
3/24/2009	Notice Of Vacated Hearing 4-23-09 Motn to Withdraw	Gregory M Culet
	Hearing result for Motion Hearing held on 04/23/2009 09:00 AM: Hearing Vacated Motn to withdraw	Gregory M Culet
	Defn Build 4 U, Inc's Motion to Bifurcate its Claims Against KMO, Inc	Gregory M Culet
	Notice Of Hearing 4-23-09 9:00 am	Gregory M Culet
	Hearing Scheduled (Motion Hearing 04/23/2009 09:00 AM) Motn to Bifurcate its Claims Against KMO Inc	Gregory M Culet
3/25/2009	Notice Of Service (fax)	Gregory M Culet
3/26/2009	Second Notice and Partial Disclaimer of Interest by Defendant Landscapes Unlimited LLC	Gregory M Culet
	Hearing result for Conference - Telephone held on 03/26/2009 01:30 PM: Hearing Held 2nd setting for ruling	Gregory M Culet
3/30/2009	Landscapes Unlimited LLC's Notice of Non-Objection to Cross-Defn Build 4 U's Motn to Bifurcate	Gregory M Culet
	Filing: 17 - All Other Cases Paid by: Trout Jones Gledhill Fuhrman PA Receipt number: 0380165 Dated: 3/30/2009 Amount: \$58.00 (Check) For: Hopkins HP Schmidt (defendant)	Gregory M Culet
	Motion for Reconsideration of March 26, 2009 Oral Ruling Rusuant to Rule 11 (a)(2)(b) or in the Alternative Rule 56(d) Order Clarifying Remaining Issues for Trial	Gregory M Culet

Other Claims

Date		Judge
3/30/2009	Notice Of Hearing on Motn for Reconsideration of March 26, 2009 Oral Ruling Rusuant to Rule 11 (a)(2)(b) or in the Alternative Rule 56(d) Order Clarifying Remaining Issues for Trial	Gregory M Culet
	Motion for Order Compelling Advanced Concrete inc and Beus Excavation LLC to Record a Lien Release	Gregory M Culet
	Notice Of Hearing on Motion for Order Compelling Advanced Concrete inc and Beus Excavation LLC to Record a Lien Release	Gregory M Culet
	Affidavit of Stephan J Gledhill in Suppt of Motn for Order Compeling Advanced Concrete inc and Beus Excavation LLC to Record a Lien Release	Gregory M Culet
3/31/2009	Notice Of Service (fax)	Gregory M Culet
4/1/2009	Hearing result for Conference - Telephone held on 03/26/2009 01:30 PM: District Court Hearing Held Court Reporter: Laura Whiting Number of Transcript Pages for this hearing estimated: more than 100 pages	Gregory M Culet
	Order Granting Hopkins Nothwest Fund, LLC's Motn for Partial Summary Jdmt	Gregory M Culet
	Order on Lanco, Inc's Motn for Summary Jdmt Against Hunter's Point Development Corp and Hunter's Point Golf Community LLC	Gregory M Culet
	Civil Disposition Lanco's Jdmt Against Hunter's Point Development and Hunter's Point Golf Community / \$1,027,750.00	Gregory M Culet
4/2/2009	Amended Notice of Hearing 04/23/2009 (fax)	Gregory M Culet
	Amended Notice of Hearing 04/23/2009 (fax)	Gregory M Culet
4/3/2009	Notice of Disclamer of Interest by Advanced Concrete	Gregory M Culet
	Motion to Dismiss Lien Foreclosure Claim Asserted by Advanced Concrete	Gregory M Culet
	Affidavit of James L Arslanian in support of mo to Dismiss Lien Foreclosure Claim	Gregory M Culet
	Notice Of Hearing on Advanced Concrete 4-23-09 1:30pm	Gregory M Culet
	Notice of Disclaimer of Interest by Beus Excavation	Gregory M Culet
	Motion to Dismiss Lien Foreclosure Claim Asserted by Beus Excavation	Gregory M Culet
	Affidavit of James L Arslanian in support of Mo to Dismiss Lien Foreclosure	Gregory M Culet
	Notice Of Hearing 4-23-09 1:30pm	Gregory M Culet
	Order Granting Landscapes Unlimited Mo for Partail Summary Judgment	Gregory M Culet
4/6/2009	Defendant Landscapes Unlimited LLC's Supplemental Brief Re: Apportionment (fax)	Gregory M Culet
4/7/2009	Stipulation for Dismissal With Prejudice	Gregory M Culet
4/9/2009	Order for Dismissal of Mason & Stanfield, Inc's Claims, With Prejudice, Against 2MD and Bank of the Cascades	Gregory M Culet
	Order Denying Motn for Summary Jdmt	Gregory M Culet
	Affidavit Of Service of Order Granting Hopkins Northwest Fund, L.L.C.'s Motion for Partial Summary Judgment	Gregory M Culet
	Memorandum in Support of Motion for Reconsideration of March 26, 2009 Oral Ruling Pursuant to Rule 11 (a)(2)(b) or, In the Alternative, Rule 56(d) Order Clarifying Remaining Issues for Trial	Gregory M Culet

Other Claims

Date		Judge
4/10/2009	KMO INC's joinder in cross defendant build 4u Motion to bifurcate	Gregory M Culet
4/13/2009	defendant Lanco responding/rebuttal expert witness disclosures (fax)	Gregory M Culet
	Order Denying Motions for Summary Judgment	Gregory M Culet
4/16/2009	Certificate Of Service	Gregory M Culet
	Notice of resolution of claims against 2md and removal of 2md from the certificate of service	Gregory M Culet
	Memorandum in Opposition to Hopkins' Motion for Reconsideration (fax)	Gregory M Culet
4/21/2009	Order Regarding Mediation	Gregory M Culet
	Order Dismissing Comp of Plnt Hopkins Northwest Fund, LLC Without Prejudice	Gregory M Culet
	Stipulation to Dismiss With Prej/ All of Mason & Stanfield Claims	Gregory M Culet
	Order to Dismiss with Prej as to Mason & Stanfield	Gregory M Culet
	Civil Disposition entered for: Mason & Stanfield Inc, Defendant; Hopkins Northwest Fund, Plaintiff. Filing date: 4/21/2009	Gregory M Culet
4/22/2009	Motion to Dismiss Counterclaim and Crossclaim of Richard Dines, Dismiss Richard Dines as a Party in the Action, and Amend Case Caption (fax)	Gregory M Culet
	Affidavit of Robert L Miller in Support of Motion to Dismiss Counterclaim and Crossclaim of Richard Dines, Dismiss jRichard Dines as a Party in this Action and Amend Case Caption (fax)	Gregory M Culet
	Motion to Shorten Time for Hearing (fax)	Gregory M Culet
	Notice Of Hearing Re: Motion to Shorten Time and Motion to Dismiss 4-23-09 (fax)	Gregory M Culet
4/23/2009	Hearing result for Motion Hearing held on 04/23/2009 09:00 AM: Motion Held Motn to Bifurcate its Claims Against KMO Inc	Gregory M Culet
	Hearing result for Motion Hearing held on 04/23/2009 09:00 AM: Motion Granted Motn to Bifurcate its Claims Against KMO Inc	Gregory M Culet
	Hearing result for Motion Hearing held on 04/23/2009 09:00 AM: District Court Hearing Held	Gregory M Culet
	Court Reporter: Debora Kreidler	
	Number of Transcript Pages for this hearing estimated: less than 100 pages	
	Hearing result for Motion Hearing held on 04/23/2009 01:30 PM: Motion Held Mo to Dismiss Lien Foreclosure Claim/for reconsideration/ to compel	Gregory M Culet
	Hearing result for Motion Hearing held on 04/23/2009 01:30 PM: Motion Granted - KMO, Inc - Mo to Dismiss Lien Foreclosure. Richard Dines' Motion to Dismiss. Beus Excavation and Advanced Concrete - Motion to Dismiss	Gregory M Culet
	Hearing result for Motion Hearing held on 04/23/2009 01:30 PM: Motion Denied - Plaintiff's motion for reconsideration	Gregory M Culet
	Hearing result for Motion Hearing held on 04/23/2009 01:30 PM: District Court Hearing Held	Gregory M Culet
	Court Reporter: Debora Kreidler	
	Number of Transcript Pages for this hearing estimated: less than 100 page:	
	Hearing result for Pre Trial held on 05/07/2009 08:30 AM: Continued	Gregory M Culet
	Hearing Scheduled (Pre Trial 05/26/2009 03:30 PM)	Gregory M Culet

Other Claims

Date		Judge
4/23/2009	Hearing Scheduled (Conference - Telephone 05/14/2009 08:30 AM) KMO, Inc. and Build 4 U, Inc. (ONLY)	Gregory M Culet
	Notice Of Hearing - Telephone Hearing (05-14-09 at 8:30 am) Murphy and Meuleman	Gregory M Culet
4/24/2009	Order Granting Def Build 4 U Incs Motion to Bifurcate Its Claims Against KMO Inc	Gregory M Culet
4/27/2009	Notice Of Service	Gregory M Culet
	Notice of Service Re: Discovery	Gregory M Culet
	Order Dismissing Lien Foreclosure Claim Asserted By KMO INC	Gregory M Culet
4/28/2009	Stipulation Between Hopkins Northwest Fund, LLC and Landscapes Unlimited Granting Additional Time for Hopkins to File Supplemental Apportionment Briefing	Gregory M Culet
4/29/2009	Order RE: Motion for Reconsideration (DENIED)	Gregory M Culet
	Supplemental Apportionment Briefing (Filed by Hopkins NW Fund	Gregory M Culet
4/30/2009	Civil Disposition entered for: Dines, Richard, Defendant; Hopkins Northwest Fund, Plaintiff. Filing date: 4/30/2009 Order Re: Motn to: 1) Dismiss Counterclaim and Crossclaim of Richard Dines 2) Dismiss Richard Dines as a Party in this Action; and 3) Amend Case Caption	Gregory M Culet
	Order in Re: Motn to Strike - Denied	Gregory M Culet
5/1/2009	Order RE: PT Conference and Deposition Deadline 5-26-09 3:30	Gregory M Culet
	Order Allowing Withdrawal of Howard R Foley as Counsel of Record for Hunters Point Golf Community LLC	Gregory M Culet
5/15/2009	Hearing result for Conference - Telephone held on 05/14/2009 08:30 AM: Hearing Held KMO, Inc. and Build 4 U, Inc. (ONLY)	Gregory M Culet
5/18/2009	Hearing Scheduled (Conference - Status 05/20/2009 01:30 PM)	Gregory M Culet
	Notice of status conference 05/20/2009 (fax())	Gregory M Culet
5/20/2009	Hearing result for Conference - Status held on 05/20/2009 01:30 PM: Hearing Held	Gregory M Culet
	Hearing result for Conference - Status held on 05/20/2009 01:30 PM: District Court Hearing Held Court Reporter: Laura Whiting Number of Transcript Pages for this hearing estimated: less than 100	Gregory M Culet
	Hearing Scheduled (Court Trial 08/26/2009 09:00 AM)	Gregory M Culet
	Hearing Scheduled (Pre Trial 08/11/2009 08:30 AM) telephone - Mr. Gledhill to initiate	Gregory M Culet
	Order Severing Re: Build 4 U, Inc and KMO, Inc Order Setting Case for Pre-Trial and Jury Trial (Pending New Case #)	Gregory M Culet
5/21/2009	Notice of hearing (Court Trial) to Mr. Gledhill, Mr. Faucher, Mr. Stacey, and Mr. Goodell	Gregory M Culet
	Notice of hearing (PreTrial) to Mr. Gledhill, Mr. Faucher, Mr. Stacey, and Mr. Goodell	Gregory M Culet
5/26/2009	Hearing result for Pre Trial held on 05/26/2009 03:30 PM: Interim Hearing Held via phone - Mr. Faugher to initiate	Gregory M Culet

Other Claims

Date		Judge
5/26/2009	Hearing result for Pre Trial held on 05/26/2009 03:30 PM: District Court Hearing Held Court Reporter: Laura Whiting Number of Transcript Pages for this hearing estimated: less than 100 pages	Gregory M Culet
	Hearing Scheduled (Conference - Status 06/09/2009 09:00 AM) via phone - Court to initiate/Mr. Gledhill, Mr. Foucher and Mr. McConnell only	Gregory M Culet
	Hearing result for Court Trial held on 06/08/2009 09:00 AM: Hearing Vacated	Gregory M Culet
6/9/2009	Hearing result for Conference - Status held on 06/09/2009 09:00 AM: Hearing Held via phone - Court to initiate/Mr. Gledhill, Mr. Foucher and Mr. McConnell only	Gregory M Culet
	Hearing result for Conference - Status held on 06/09/2009 09:00 AM: District Court Hearing Held Court Reporter: Debbie Kreidler Number of Transcript Pages for this hearing estimated: less than 100 pages	Gregory M Culet
	Hearing Scheduled (Conference - Telephone 07/09/2009 08:30 AM) via phone - Mr. Foucher to initiate/Mr. Gledhill and Mr. McConnell only	Gregory M Culet
	Hearing result for Court Trial held on 06/15/2009 09:00 AM: Hearing Vacated	Gregory M Culet
6/11/2009	Order Allowing Withdrawal of Attorney for Hunter's Point Development	Gregory M Culet
	Order to Dismiss Lien Foreclosure Claim of Beus Excavation LLC and Dismissal From Case	Gregory M Culet
	Civil Disposition entered for: Beus Excavation LLC, Defendant; Hopkins Northwest Fund, Plaintiff. Filing date: 6/11/2009 Order to Dismiss Beus Excavation	Gregory M Culet
	Order to Dismiss Lien Foreclosure Claim of Advanced Concrete INC and Dismissal From Case	Gregory M Culet
	Civil Disposition entered for: Advanced Concrete Inc, Defendant; Hopkins Northwest Fund, Plaintiff. Filing date: 6/11/2009 Dismiss Advanced Concrete	Gregory M Culet
6/12/2009	Certificate of Service	Gregory M Culet
6/26/2009	Motion to Withdraw as Counsel of Record for Defendant KMO, Inc	Gregory M Culet
	Affidavit of Arnold L. Wagner in Support of Motion to Withdraw as Counsel of Record for Defendant KMO, Inc	Gregory M Culet
	Notice Of Hearing on Motion to Withdraw as Counsel of Record for Defendant KMO, Inc 7-30-09	Gregory M Culet
	Hearing Scheduled (Motion Hearing 07/30/2009 09:00 AM) KMO motion to withdraw	Gregory M Culet
	Stipulation to Dismiss with Prejudice all Claims by and Between Hopkins Entities and Lanco Inc	Gregory M Culet
6/30/2009	Order for Dismissal with Prej of All Claims By and Between Hopkins Entities and Lanco INC	Gregory M Culet
	Hearing Scheduled (Conference - Telephone 07/07/2009 01:30 PM) Telephonic (court to initiate) Oral Ruling	Gregory M Culet

Other Claims

Date		Judge
6/30/2009	Notice of Non-Opposition to KMO, Inc.'s Motion to Withdraw as Counsel	Gregory M Culet
	Notice Of Hearing 7-7-09 1:30 pm	Gregory M Culet
7/1/2009	Defendant building 4u notice of non-objection (fax)	Gregory M Culet
7/7/2009	Hearing result for Conference - Telephone held on 07/07/2009 01:30 PM: District Court Hearing Held Court Reporter: Laura Whiting Number of Transcript Pages for this hearing estimated: less than 100 pages	Gregory M Culet
	Hearing result for Conference - Telephone held on 07/07/2009 01:30 PM: Interim Hearing Previous Summ jmt ruling rescinded. Summ Jmt granted for plntf	Gregory M Culet
	Hearing result for Court Trial held on 08/26/2009 09:00 AM: Hearing Vacated	Gregory M Culet
	Hearing result for Pre Trial held on 08/11/2009 08:30 AM: Hearing Vacated telephone - Mr. Goodell to initiate	Gregory M Culet
7/8/2009	Hearing result for Conference - Telephone held on 07/09/2009 08:30 AM: Hearing Vacated via phone - Mr. Foucher to initiate/Mr. Gledhill and Mr. McConnell only - vacated per Tiffany at Holland & Hart	Gregory M Culet
7/14/2009	Judgment RE: Hunters Point Developement Corp And Hunters Point Golf Community \$1,027,750.00	Gregory M Culet
	Civil Disposition entered for: Hunters Point Development Corp, Defendant; Hunters Point Golf Community LLC, Defendant; Lanco Inc, Defendant. Filing date: 7/14/2009	Gregory M Culet
7/21/2009	Landscapes Unlimited, LLC's Motion for Reconsideration	Gregory M Culet
	Landscapes Unlimited, LLC's Memorandum in Support of Motion for Reconsideration	Gregory M Culet
	Notice Of Hearing 9-3-09	Gregory M Culet
	Hearing Scheduled (Motion Hearing 09/03/2009 09:00 AM) Defs Landscapes Unlimited Motion for Reconsideration	Gregory M Culet
7/23/2009	Lis Pendens	Gregory M Culet
7/27/2009	Second Affidavit of ryan preister	Gregory M Culet
	Affidavit of joe meuleman support of lanco's memorandum of costs (fax)	Gregory M Culet
	Certificate Of delivery (fax)	Gregory M Culet
	Lanco'sas Memorandum of Costs and Fees (fax)	Gregory M Culet
7/30/2009	Order Granting Meuleman Mollerup Leave to Withdraw as Counsel of Record for KMO	Gregory M Culet
	Hearing result for Motion Hearing held on 07/30/2009 09:00 AM: Motion Granted KMO motn to withdraw	Gregory M Culet
8/7/2009	Affidavit Of Service of order granting meulmen motion to withdraw as counsel for defendant	Gregory M Culet
8/14/2009	Order Granting Hopkins Northwest Fund LLC Motion for Summary Judgment and Recission of Order Granting Landscapes Unlimited Motion for Partial Summary Judgment	Gregory M Culet
8/20/2009	Motion to Strike Second Affidavit of Ryan Preister	Gregory M Culet
	Notice Of Hearing on Motion to Strike Second Affidavit of Ryan Preister	Gregory M Culet

Other Claims

Date		Judge
8/20/2009	Memorandum in Support of Motion to Strike Second Affidavit of Ryan Preister	Gregory M Culet
8/21/2009	Order Granting Costs & Atty fees against Hunter Point Golf Community Point Development \$26,726.73	Gregory M Culet
8/27/2009	Response to Landscapes Unlimited LLC motion for reconsideration	Gregory M Culet
8/28/2009	Landscapes Unlimited, LLC's Response to Hopkins Northwest Fund, LLC's Motion to Strike Second Affidavit of Ryan Preister (fax)	Gregory M Culet
	Defendant Landscapes Unlimited's Motion to Alter or Amend Judgment, Amend Findings and Conclusions, and Suspend or Withdraw the Rule 54(b) Certification (fax)	Gregory M Culet
	Defendant Landscapes Unlimited's Amended Motion to Alter or Amend Judgment, Amend Findings and Conclusions, and Suspend or withdraw the Rule 54 (b) Certification (fax)	Gregory M Culet
9/2/2009	Landscapes Unlimited's Reply Brief in Support of Motion for Reconsideration (fax)	Gregory M Culet
9/3/2009	Hearing result for Motion Hearing held on 09/03/2009 09:00 AM: District Court Hearing Held Court Reporter:Laura Whiting Number of Transcript Pages for this hearing estimated: less than 100 pages Defs Landscapes Unlimited Motion for Reconsideration/Motn to Strike 2nd Affidavit of Ryan Preister	Gregory M Culet
	Hearing result for Motion Hearing held on 09/03/2009 09:00 AM: Interim Hearing Held Defs Landscapes Unlimited Motion for Reconsideration-taken under advisement	Gregory M Culet
	Hearing result for Motion Hearing held on 09/03/2009 09:00 AM: Motn to Strike 2nd Affidavit of Ryan Preister-DENIED	Gregory M Culet
	Hearing Scheduled (Special Setting 10/22/2009 08:30 AM) oral ruling - telephonic-court to initiate	Gregory M Culet
9/4/2009	Stipulation to Jdmt and Covenant not to Execute Jdmt	Gregory M Culet
9/8/2009	Amended Order Granting Costs and Attorney's and Attorney's Fees	Gregory M Culet
9/10/2009	Judgment Favor of Cross-Claimant Build 4U Inc against Cross-Def KMO INC \$31,221.00	Gregory M Culet
10/9/2009	Landscapes Unlimited LLC's Motion for Preliminary Injunction Staying Non-Judicial Foreclosure Sale (fax)	Gregory M Culet
	Affidavit of John R Goodell in Support of Lu's Motion for Preliminary Injunction Staying Non-Judicial Foreclosure Sale (fax)	Gregory M Culet
	Notice Of Hearing 10-22-09 (fax)	Gregory M Culet
10/15/2009	Motion to Extend time for Hopkins Northwest Fund, LLC to File Response to Motion for Injunction Staying Non-Judicial Foreclsoure Sale (fax)	Gregory M Culet
10/16/2009	Order Regarding Extension of Time - GRANTED	Gregory M Culet
	Memorandum in opposition to landscape unlimited's motion for preliminary injunction staying non-judical foreclosure sale (fax)	Gregory M Culet
10/20/2009	Reply to Hopkins Northwest Fund LLCs Memorandum in Opposition to Lu's Motion for Preliminary Injunction Staying Non-Judicial Foreclosure Sale (fax)	Gregory M Culet
10/21/2009	Order DENYING Motn to Reconsider Summary Jdmt	Gregory M Culet

Other Claims

Date		Judge
10/22/2009	Hearing result for Special Setting held on 10/22/2009 08:30 AM: District Court Hearing Held Court Reporter: Kathy Klemetson Number of Transcript Pages for this hearing estimated: less than 100 pages oral ruling telephonic-court to initiate/def landscapes unlimited motn for prelim injunc	Gregory M Culet
	Hearing result for Special Setting held on 10/22/2009 08:30 AM: Hearing Held oral ruling telephonic-court to initiate/def landscapes unlimited motn for prelim injunc	Gregory M Culet
	Motion Denied - Motion for Reconsideration for Summary Judgment	Gregory M Culet
10/28/2009	Order for Preliminary Injunction Staying Non-Judicial Foreclosure Sale	Gregory M Culet
11/2/2009	Transcript Filed - motion hearing held October 22, 2009	Gregory M Culet
11/17/2009	Supplemental Order Re: bond posting and clerk's deposit in interest bearing account	Gregory M Culet
11/25/2009	Filing: L4 - Appeal, Civil appeal or cross-appeal to Supreme Court Paid by: Goodell, John R (attorney for Landscapes Unlimited) Receipt number: 0431039 Dated: 11/25/2009 Amount: \$101.00 (Check) For: Landscapes Unlimited (defendant)	Gregory M Culet
	Notice of Appeal-Landscapes Unlimited	Gregory M Culet
	Appealed To The Supreme Court	Gregory M Culet
	Bond Posted - Cash (Receipt 431043 Dated 11/25/2009 for 200.00) for reporters transcript	Gregory M Culet
	Bond Posted - Cash (Receipt 431045 Dated 11/25/2009 for 100.00) for clerks record	Gregory M Culet
12/1/2009	Hopkin's Motion for a Temporary Restraining Order and Preliminary Injunction	Gregory M Culet
	Affidavit of Randall H Hopkins in Suppt of Motn for Temporary Restraining Order and Preliminary Injunction	Gregory M Culet
	Hopkin's Memorandum in Suppt of its Motn for a Temporary Restraining Order and Preliminary Injunction	Gregory M Culet
12/2/2009	Temporary Restraining Order	Gregory M Culet
	Hearing Scheduled (Motion Hearing 12/14/2009 01:30 PM) Preliminary Injunction	Stephen W. Drescher
12/7/2009	Motion to Dissolve temporary Restraining Order	Gregory M Culet
	Affidavit of Gregory O Bullock in support of Motion to Dissolve TRO	Gregory M Culet
	Affidavit of Daniel R Sassen in support of Motion to Dissolve TRO	Gregory M Culet
	Affidavit of Geoff Burns in Support of Motion to Dissolve TRO	Gregory M Culet
	Memorandum in Support of Motion to Dissolve TRO	Gregory M Culet
	Notice Of Hearing 12-10-09 10:00	Gregory M Culet
	Hearing Scheduled (Motion Hearing 12/10/2009 10:00 AM) Motion to Dissolve TRO	Gregory M Culet
12/8/2009	S C - Order Suspending Appeal	Gregory M Culet
12/9/2009	Hopkins' Response to Motion to Dissolve Temp Restraining Order	Gregory M Culet

Other Claims

Date		Judge
12/10/2009	Hearing result for Motion Hearing held on 12/10/2009 10:00 AM: District Court Hearing Held Court Reporter: Laura Whiting Number of Transcript Pages for this hearing estimated: less than 100 pages Motion to Dissolve TRO	Gregory M Culet
	Hearing result for Motion Hearing held on 12/10/2009 10:00 AM: Motion Denied Motion to Dissolve TRO	Gregory M Culet
12/14/2009	Amended Temporary Restraining Order	Gregory M Culet
	Hearing result for Motion Hearing held on 12/14/2009 01:30 PM: District Court Hearing Held Court Reporter: Kim Saunders Number of Transcript Pages for this hearing estimated: more than 100 pages	Stephen W. Drescher
	Hearing result for Motion Hearing held on 12/14/2009 01:30 PM: Motion Granted Preliminary Injunction	Stephen W. Drescher
12/16/2009	Preliminary Injunction	Stephen W. Drescher
12/23/2009	Final Judgment and Order	Gregory M Culet
1/7/2010	Amended Notice of Appeal	Gregory M Culet
1/29/2010	Ex Parte Motion to Set Motn for Special Session and to Shorten Time if Necssary	Gregory M Culet
	Hopkins Motion to Appoint Raven Golf Services Receiver for the Golf Course and Development Ground	Gregory M Culet
	Affidavit of Clint Travis in Suppt of Hopkins Motn to Appoint Raven Golf Services, LLC Receiver for the Golf Course	Gregory M Culet
	Affidavit of Randall H Hopkins in Suppt of Hopkins Motns to Appoint Raven Golf Services Reciever for the Golf Course and Development Ground and to Set Motn for Special Session	Gregory M Culet
2/1/2010	Certificate of Service for Proposed Order Appointing Raven Golf Services, LLC as Receiver for Golf Course and Development Ground (fax)	Gregory M Culet
	Amended Certificate of Service for Hopkins' Motion to Appoint Raven Golf Services Receiver for the Golf Course and Development Group; Ex Parte Motion for Special Session and to Shorten Time if Necessary; Affidavit of Randall H. Hopkins; Affidavit of Clint Travis (fax)	Gregory M Culet
2/4/2010	Notice Of Hearing 2-17-10 1:30	Gregory M Culet
	Hearing Scheduled (Motion Hearing 02/17/2010 01:30 PM) Mo Appoint Receiver	Stephen W. Drescher
2/5/2010	Motion to reduce time for required notice of hearing	Gregory M Culet
	Order granting motion to reduce time	Gregory M Culet
	Hearing Scheduled (Motion Hearing 02/17/2010 01:00 PM) def bullock's motn extension time, intervene as party and to disqualify	Gregory M Culet
	Motion to disqualify for cause	Gregory M Culet
	Affidavit in support of motion disqualify	Gregory M Culet
	Motion to intervene as party	Gregory M Culet
	Motion to continue for extension of time	Gregory M Culet
	Affidavit in support motion extend time	Gregory M Culet

Case: CV-2008-0001242-C Current Judge: Gregory M Culet

Hopkins Northwest Fund vs. Gregory O Bullock, etal.

Other Claims

Date		Judge
2/5/2010	Affidavit of greg bullock in opposition to raven golf as receiver	Gregory M Culet
	Objection to appointment of raven golf as receiver	Gregory M Culet
	Landscapes Motion to Continue Hearing, Request for Evidentiary Hearing, and Objection to Hepkins Motn for an expedited Hearing	Gregory M Culet
2/8/2010	Motion to Shorten Time Required for Notice of Hearing (fax)	Gregory M Culet
2/9/2010	Hearing result for Motion Hearing held on 02/17/2010 01:00 PM: Hearing Vacated def bullock's motn extension time, intervene as party and to disqualify - set before Judge Drescher	Gregory M Culet
2/10/2010	Order Granting Motion to Shorten time Required for Notc of Hearing 2-17-10	Gregory M Culet
	Respondent's Request for Additional Transcript and Record	Gregory M Culet
2/12/2010	Order for Disqualification-Judge Drescher	Gregory M Culet

ORIGINAL

FEB 1 12:30 PM

FEB 01 2008

CANYON COUNTY CLERK
J VASKO, DEPUTY

Richard B. Eismann, ISB # 557
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3016 Caldwell Blvd.
Nampa, Idaho 83651-6416
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Facsimile: (208) 466-4498
Attorney for the Plaintiff

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

HOPKINS NORTHWEST FUND, L.L.C.,
an Idaho limited liability company,

Plaintiff,

-vs-

GREGORY O. BULLOCK and
JEANETTE E. BULLOCK, husband and wife;
HUNTER'S POINT DEVELOPMENT
CORPORATION, an Idaho corporation;
HUNTER'S POINT GOLF COMMUNITY,
LLC, an Idaho limited liability company;
LANDSCAPES UNLIMITED, L.L.C., a
Nebraska limited liability company;
LANCO, INC., an Idaho corporation;
RICHARD DINES; BEUS EXCAVATION,
LLC, an Idaho limited liability company;
ADVANCED CONCRETE, INC., an Idaho
corporation; BUILD 4 U, INC., an Idaho
corporation; KMO, INC., an Idaho corporation;
MATZDORFF RESOURCES, LLC, an
Idaho limited liability company, d/b/a Mike's
Sand & Gravel; and THE CITY OF
NAMPA, IDAHO, an Idaho municipality,

Defendants.

Case No. C V08-1242-C

EISMANN LAW OFFICES
3016 CALDWELL BLVD.
NAMPA, IDAHO 83651-6416
(208) 467-3100

COMPLAINT

COMES NOW the plaintiff and alleges as follows:

PART A – JURISDICTION.

1. This Court has jurisdiction in this action pursuant to Idaho Code Sections 1-701 and 1-705.
2. The defendants transacted the business herein described (which is defined as the ownership, use or possession of the Premises which are real property located within the State of Idaho and/or the act for the purpose of realizing pecuniary benefit or accomplishing or attempting to accomplish, transact or enhance the business purpose or objective or any part thereof of such defendants within the State of Idaho) thereby submitting the defendants to the jurisdiction of this Court under the provisions of Idaho Code Section 5-514.
3. The proper venue of this case is Canyon County, Idaho, because all of the real property and the other security are situated in Canyon County, Idaho.

PART B – THE PARTIES.

4. At all times herein mentioned, the plaintiff was and now is a limited liability company organized and existing under the laws of the State of Idaho.
5. At all times herein mentioned, the defendants, Gregory O. Bullock and Jeanette E. Bullock, were and now are husband and wife.
6. At all times herein mentioned, the defendant, Hunter's Point Development Corporation, was and now is a corporation organized and existing under the laws of the State of Idaho.

7. At all times herein mentioned, the defendant, Hunter's Point Golf Community, LLC, was and now is a limited liability company organized and existing under the laws of the State of Idaho.

8. At all times herein mentioned, the defendant, Landscapes Unlimited, L.L.C., was and now is a limited liability company organized and existing under the laws of the State of Nebraska and a foreign entity registered and authorized to do business under the laws of the State of Idaho.

9. At all times herein mentioned, the defendant, Lanco, Inc., was and now is a corporation organized and existing under the laws of the State of Idaho.

10. At all times herein mentioned, the defendant, Beus Excavation, LLC, was and now is a limited liability company organized and existing under the laws of the State of Idaho.

11. At all times herein mentioned, the defendant, Advanced Concrete, Inc., was and now is a corporation organized and existing under the laws of the State of Idaho.

12. At all times herein mentioned, the defendant, Build 4 U, Inc., was and now is a corporation organized and existing under the laws of the State of Idaho.

13. At all times herein mentioned, the defendant, KMO, Inc., was and now is a corporation organized and existing under the laws of the State of Idaho.

14. At all times herein mentioned, the defendant, Matzdorff Resources, LLC, was and now is a limited liability company organized and existing under the laws of the State of Idaho.

15. At all times herein mentioned, the defendant, the City of Nampa, Idaho, was and now is a municipality organized and existing under the laws of the State of Idaho.

PART C – DEFINITIONS.

Note: No answer is required to this Part C.

16. When used in this complaint, the terms following shall have the meanings following:
16. (a) "Additional Disbursement" means all disbursements of money made by the plaintiff before or after the filing of this complaint pursuant to the exhibits attached to this complaint including, but not limited to, disbursements to pay: real and personal property taxes; senior liens including but not limited to the liens of any of the Other Defendants determined in this action to be senior liens; insurance premiums; maintenance, upkeep and preservation of any of the real and personal property which secures any of the loans owed by the Defendant Borrowers to the plaintiff; appraisal fees; title commitments and title searches; and any and all other expenses reasonably or necessarily incurred by the plaintiff relating to protecting the security for the loans owed by the Defendant Borrowers to the plaintiff.
16. (b) "Advanced Concrete" refers to the defendant, Advanced Concrete, Inc.
16. (c) "Beus Excavation" refers to the defendant, Beus Excavation, LLC.
16. (d) "Build 4 U" refers to the defendant, Build 4 U, Inc.
16. (e) "Bullocks" refers to the defendants, Gregory O. Bullock and Jeanette E. Bullock, husband and wife,
16. (f) "City of Nampa" refers to the defendant, the City of Nampa, Idaho.
16. (g) "Deed of Trust No. 1" means the deed of trust identified as **Exhibit 07** as amended by **Exhibit 08** and **Exhibit 09**.
16. (h) "Deed of Trust No. 2" means the deed of trust identified as **Exhibit 23** herein.
16. (i) "Defendant Borrowers" means Hunter's Point Development Corporation, Hunter's Point Golf Community, LLC and the Bullocks.
16. (j) "Dines" refers to the defendant, Richard Dines.

16. (k) "Hunter's Point Project" means the Subject Golf Course Area and the Subject Residential Area.
16. (l) "KMO" refers to the defendant, KMO, Inc.
16. (m) "Lanco" refers to the defendant, Lanco, Inc.
16. (n) "Landscapes Unlimited" refers to the defendant, Landscapes Unlimited, L.L.C.
16. (o) "Master Credit Agreement" means the Master Credit Agreement identified as **Exhibit 01** as amended by **Exhibit 02** and **Exhibit 03**.
16. (p) "Matzdorff Resources" refers to the defendant, Matzdorff Resources, LLC.
16. (q) "Other Defendants" means all of the defendants except the Defendant Borrowers.
16. (r) "Personal Property" means the personal property described and/or included in the documents following: the Master Credit Agreement identified as **Exhibit 01** as amended by **Exhibit 02** and **Exhibit 03**; the Deed of Trust No. 1 identified as **Exhibit 07** as amended by **Exhibit 08** and **Exhibit 09**; the Assignment of Membership Interest in Bullock-King Investment, LLC identified as **Exhibit 15**; and the Assignment of Contract identified as **Exhibit 17**.
16. (s) "Premises" means the real property described in Deed of Trust No. 1 as amended, except the Released Residential Lots.
16. (t) "Promissory Note No. 1" means the promissory note identified as **Exhibit 04** as amended by **Exhibit 05** and **Exhibit 06**.
16. (u) "Promissory Note No. 2" means the promissory note identified as **Exhibit 22**.
16. (v) "Released Residential Lots" means those certain residential lots which are included in the legal description of the real property described in but have heretofore

been released from the lien of Deed of Trust No. 1 and Deed of Trust No. 2 and which are described in **Exhibit 24** attached hereto.

- 16. (w) "Subject Golf Course Area" means the portion of the Premises being developed as a golf course.
- 16. (x) "Subject Obligations No. 1" means all sums owing on Promissory Note No. 1 and the Subject Security Documents No. 1, and all Additional Disbursements.
- 16. (y) "Subject Residential Area" means the portion of the Premises being developed as residential property.
- 16. (z) "Subject Security No. 1" means the Premises and the Personal Property.
- 16. (aa) "Subject Security Documents No. 1" means the documents identified herein as **Exhibits 01, 02, 03, 07, 08, 09, 10, 11, 12, 15, and 17** attached hereto.

PART D – EXHIBITS INCORPORATED.

17. All exhibits referred to as "attached hereto" as an exhibit to this complaint are incorporated in and made a part of this complaint. Such exhibits attached hereto are in the separate filing which is entitled in this action and is labeled "Exhibits to Plaintiff's Complaint".

PART E – STATEMENT OF FACTS.

- 18. (a) On August 14, 2006, or thereabouts, the plaintiff as Lender and the Defendant Borrowers as Borrower, entered into a document entitled "Master Credit Agreement" which document is attached hereto as **Exhibit 01**.
- 18. (b) **Exhibit 01** is an accurate copy of the original Master Credit Agreement.

18. (c) On February 28, 2007, or thereabouts, the plaintiff as Lender and the Defendant Borrowers as Borrower, entered into a document entitled "Amendment to the Master Credit Agreement" which document is attached hereto as **Exhibit 02**.
18. (d) **Exhibit 02** is an accurate copy of the original Amendment to the Master Credit Agreement dated February 28, 2007.
18. (e) On June 19, 2007, or thereabouts, the plaintiff as Lender and the Defendant Borrowers as Borrower, entered into a document entitled "Amendment to the Master Credit Agreement & Assignment of Contract" (regarding the Shank Contract) which document is attached hereto as **Exhibit 03**.
18. (f) **Exhibit 03** is an accurate copy of the original Amendment to the Master Credit Agreement & Assignment of Contract dated June 19, 2007.
18. (g) The Defendant Borrowers signed and delivered **Exhibits 01, 02 and 03** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
19. (a) On August 14, 2006, or thereabouts, the plaintiff as Lender and the Defendant Borrowers as Maker, entered into a document entitled "Promissory Note" in the original principal sum of \$12,430,000.00 which document is attached hereto as **Exhibit 04**. (This is defined as Promissory Note No. 1.)
19. (b) **Exhibit 04** is an accurate copy of the original Promissory Note dated August 14, 2006.
19. (c) On June 8, 2007, or thereabouts, the plaintiff as Lender and the Defendant Borrowers as Borrower, entered into a document entitled "Amendment to Promissory

Note, Security Instruments, and Master Credit Agreement” which document is attached hereto as **Exhibit 05**.

19. (d) **Exhibit 05** is an accurate copy of the original Amendment to Promissory Note, Security Instruments, and Master Credit Agreement dated June 8, 2007.
19. (e) On August 22, 2007, or thereabouts, the plaintiff as Lender and the Defendant Borrowers as Borrower, entered into a document entitled “Amendment to Promissory Note, Security Instruments, and Master Credit Agreement Dated: August 22, 2007” which document is attached hereto as **Exhibit 06**.
19. (f) **Exhibit 06** is an accurate copy of the original Amendment to Promissory Note, Security Instruments, and Master Credit Agreement Dated: August 22, 2007.
19. (g) The Defendant Borrowers signed and delivered **Exhibits 04, 05 and 06** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
20. (a) On August 14, 2006, or thereabouts, the plaintiff as Beneficiary, and the Defendant Borrowers as Grantor, entered into a document entitled “Deed of Trust and Security Agreement” recorded on August 14, 2006, as Instrument No. 200666364, in the records of Canyon County, Idaho, which document is attached hereto as **Exhibit 07**. (This is defined as Deed of Trust No. 1.)
20. (b) **Exhibit 07** is an accurate copy of the original Deed of Trust and Security Agreement dated August 14, 2006.
20. (c) On November 12, 2007, or thereabouts, the plaintiff as beneficiary and the Defendant Borrowers as grantor entered into a document entitled “Amendment of

November 12, 2007 to the Deed of Trust and Security Agreement" recorded on November 16, 2007, as Instrument No. 2007075912, in the records of Canyon County, Idaho, and re-recorded on January 18, 2008, as Instrument No. 2008003319, in the records of Canyon County, Idaho, which document is attached hereto as **Exhibit 08**.

20. (d) **Exhibit 08** is an accurate copy of the Amendment to Deed of Trust dated November 12, 2007.
20. (e) On December 28, 2007, or thereabouts, the plaintiff as beneficiary and the Defendant Borrowers as grantor entered into a document entitled "Amendment of December 28, 2007 to the Deed of Trust and Security Agreement" recorded on January 10, 2008, as Instrument No. 2008001845, in the records of Canyon County, Idaho, which document is attached hereto as **Exhibit 09**.
20. (f) **Exhibit 09** is an accurate copy of the Amendment to Deed of Trust dated December 28, 2007.
20. (g) The Defendant Borrowers signed and delivered **Exhibit 07**, **Exhibit 08** and **Exhibit 09** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
21. (a) On August 14, 2006, or thereabouts, the plaintiff as Lender and the Defendant Borrowers as Borrower, and Belt Creek, LLC as Accommodation Party, entered into a document entitled "Security Agreement" which document is attached hereto as **Exhibit 10**.
21. (b) **Exhibit 10** is an accurate copy of the original Security Agreement.

21. (c) The Defendant Borrowers signed and delivered **Exhibit 10** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
22. (a) On August 14, 2006, or thereabouts, the plaintiff as Secured Party and the Defendant Borrowers and Belt Creek, LLC, as Debtor, entered into a document entitled "UCC Financing Statement" duly filed with the Idaho Secretary of State on August 15, 2006, as Instrument No. B 2006-1010930-7, which document is attached hereto as **Exhibit 11**.
22. (b) **Exhibit 11** is an accurate copy of the original UCC Financing Statement filed with the Idaho Secretary of State.
22. (c) The Defendant Borrowers signed and delivered **Exhibit 11** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
23. (a) On August 14, 2006, or thereabouts, the plaintiff as Secured Party and the Defendant Borrowers and Belt Creek, LLC, as Debtor, entered into a document entitled "UCC Financing Statement" duly recorded in the Office of the Recorder for Canyon County, Idaho on the date of August 14, 2006, as Instrument No. 200666365, which document is attached hereto as **Exhibit 12**.
23. (b) **Exhibit 12** is an accurate copy of the original UCC Financing Statement recorded in the Office of the Canyon County Recorder.
23. (c) The Defendant Borrowers signed and delivered **Exhibit 12** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.

24. (a) On August 14, 2006, or thereabouts, the plaintiff as Lender and the Defendant Borrowers as Borrower, entered into a document entitled "Construction Loan Disbursement and Withhold Agreement" which document is attached hereto as **Exhibit 13**.
24. (b) **Exhibit 13** is an accurate copy of the original Construction Loan Disbursement and Withhold Agreement.
24. (c) The Defendant Borrowers signed and delivered **Exhibit 13** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
25. (a) On August 14, 2006, or thereabouts, the plaintiff as Lender and the Defendant Borrowers as Borrower, entered into a document entitled "Payment Reserve Agreement" which document is attached hereto as **Exhibit 14**.
25. (b) **Exhibit 14** is an accurate copy of the original Payment Reserve Agreement.
25. (c) The Defendant Borrowers signed and delivered **Exhibit 14** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
26. (a) On August 14, 2006, or thereabouts, the plaintiff as Assignee and the Bullocks as Assignor, entered into a document entitled "Assignment of Membership Interest" in Bullock-King Investment, LLC, an Idaho limited liability company, which document is attached hereto as **Exhibit 15**. The membership interest herein includes but is not limited to an undivided interest in the proceeds of that certain Vacant Land Real Estate Purchase And Sale Agreement And Receipt For Earnest Money, dated May 2, 2005,

bearing ID #GGJ111, wherein Bullock-King Investment, LLC, JTAP, LLC and B & F, Inc. are collectively identified as "Seller" and Lance Thueson and/or assigns is identified as "Buyer". [See Exhibit No. 1 to **Exhibit 15** herein.]

26. (b) **Exhibit 15** is an accurate copy of the original Assignment of Membership Interest in Bullock-King Investment, LLC.
26. (c) On August 14, 2006, or thereabouts, the plaintiff as Assignee and the Bullocks as Assignor, entered into a document entitled "Memorandum of Assignment" of the Membership Interest in Bullock-King Investment, LLC, recorded on August 14, 2006, as Instrument No. 200666366 in the Office of the Recorder for Canyon County, Idaho, which document is attached hereto as **Exhibit 16**.
26. (d) **Exhibit 16** is an accurate copy of the original Memorandum of Assignment of the Membership Interest in Bullock-King Investment, LLC.
26. (e) The Bullocks signed and delivered **Exhibits 15** and **16** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
27. (a) On August 14, 2006, or thereabouts, the plaintiff as Assignee and the Bullocks as Assignor, entered into a document entitled "Assignment of Contract" which document is attached hereto as **Exhibit 17**. The assignment includes but is not limited to the Assignor's right, title and interest in that certain Vacant Land Real Estate Purchase And Sale Agreement And Receipt For Earnest Money, dated May 15, 2006, bearing ID #SHHP20A, wherein Assignor is identified as "Buyer" and Edward D. Shank and Grace Shank are identified as "Seller". [See Exhibit No. 1 to **Exhibit 17** herein.]

27. (b) **Exhibit 17** is an accurate copy of the original Assignment of Contract.
27. (c) On August 14, 2006, or thereabouts, the plaintiff as Assignee and the Bullocks as Assignor, entered into a document entitled "Memorandum of Assignment" of the Contract between Assignor and Edward D. Shank and Grace Shank, recorded August 15, 2006, as Instrument No. 200666855 in the Office of the Recorder for Canyon County, Idaho, which document is attached hereto as **Exhibit 18**.
27. (d) **Exhibit 18** is an accurate copy of the original Memorandum of Assignment of the contract between the Bullocks and Edward D. Shank and Grace Shank.
27. (e) The Bullocks signed and delivered **Exhibits 17 and 18** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
28. (a) On April 12, 2007, or thereabouts, the plaintiff and the Bullocks entered into a letter agreement which document is attached hereto as **Exhibit 19**.
28. (b) **Exhibit 19** is an accurate copy of the original letter agreement.
28. (c) The Bullocks signed and delivered **Exhibit 19** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
29. (a) On May 4, 2007, or thereabouts, the plaintiff as Lender and the Defendant Borrowers as Borrower, entered into a document entitled "Forbearance Agreement" which document is attached hereto as **Exhibit 20**.
29. (b) **Exhibit 20** is an accurate copy of the original Forbearance Agreement.

29. (c) The Defendant Borrowers signed and delivered **Exhibits 20** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
30. (a) On June 11, 2007, or thereabouts, the plaintiff as Lender and the Defendant Borrowers as Borrower, entered into a document entitled "Hold Harmless Agreement" which document is attached hereto as **Exhibit 21**.
30. (b) **Exhibit 21** is an accurate copy of the original Hold Harmless Agreement.
30. (c) The Defendant Borrowers signed and delivered **Exhibit 21** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
31. (a) On June 19, 2007, or thereabouts, the plaintiff as Lender and the Defendant Borrowers as Maker, entered into a document dated May 24, 2007, entitled "Promissory Note" in the original principal sum of \$407,500.00 which document is attached hereto as **Exhibit 22**. (This is defined as Promissory Note No. 2.)
31. (b) **Exhibit 22** is an accurate copy of the original Promissory Note dated May 24, 2007.
31. (c) The Defendant Borrowers signed and delivered **Exhibit 22** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
32. (a) On June 19, 2007, or thereabouts, the plaintiff as Lender and the Defendant Borrowers as Grantor, entered into a document entitled "Deed of Trust", recorded on

June 20, 2007, as Instrument No. 2007043135, in the records of Canyon County, Idaho, which document is attached hereto as **Exhibit 23**. (This is defined as Deed of Trust No. 2.)

32. (b) **Exhibit 23** is an accurate copy of the original Deed of Trust dated June 19, 2007.
32. (c) The Defendant Borrowers signed and delivered **Exhibit 23** for and in consideration of money loaned and other valuable consideration provided by the plaintiff to the Defendant Borrowers.
33. On September 26, 2007, or thereabouts, Landscapes Unlimited caused to be recorded in the Office of the Recorder for Canyon County, Idaho, as Instrument No. 2007064896, a Claim of Lien in the amount of \$1,355,780.70, principal and interest to September 30, 2007, against all or a portion of the Premises ("Landscape Unlimited Claim of Lien" herein).
34. On October 4, 2007, or thereabouts, Lanco caused to be recorded in the Office of the Recorder for Canyon County, Idaho, as Instrument No. 2007066686, a Claim of Lien in the amount of \$1,030,750.00, plus interest, costs and attorney's fees thereon, against all or a portion of the Premises ("Lanco Claim of Lien" herein).
35. On October 9, 2007, or thereabouts, Dines caused to be recorded in the Office of the Recorder for Canyon County, Idaho, as Instrument No. 2007067399, a Claim of Lien in the amount of \$10,065.64 against all or a portion of the Premises ("Dines Claim of Lien" herein).
36. On October 19, 2007, or thereabouts, Dines caused to be recorded in the Office of the Recorder for Canyon County, Idaho, as Instrument No. 2007070161, a Claim of Lien in the amount of \$17,667.84 against all or a portion of the Premises ("Dines Second Claim of Lien" herein).

37. On November 9, 2007, or thereabouts, Beus Excavation caused to be recorded in the Office of the Recorder for Canyon County, Idaho, as Instrument No. 2007074390, a Claim of Lien in the amount of \$16,700.00 against all or a portion of the Premises ("Beus Claim of Lien" herein).

38. On November 9, 2007, or thereabouts, Advanced Concrete caused to be recorded in the Office of the Recorder for Canyon County, Idaho, as Instrument No. 2007074391, a Claim of Lien in the amount of \$21,319.35 against all or a portion of the Premises ("Advanced Concrete Claim of Lien" herein).

39. On December 4, 2007, or thereabouts, Build 4 U caused to be recorded in the Office of the Recorder for Canyon County, Idaho, as Instrument No. 2007078677, a Claim of Lien in the amount of \$31,140.34 against all or a portion of the Premises ("Build 4 U Claim of Lien" herein).

40. On December 12, 2007, or thereabouts, KMO caused to be recorded in the Office of the Recorder for Canyon County, Idaho, as Instrument No. 2007080267, a Claim of Lien in the amount of \$248,644.00 against all or a portion of the Premises ("KMO Claim of Lien" herein).

41. On December 27, 2007, or thereabouts, Matzdorff Resources caused to be recorded in the Office of the Recorder for Canyon County, Idaho, as Instrument No. 2007082753, a Claim of Lien in the amount of \$11,864.35 against all or a portion of the Premises ("Matzdorff Claim of Lien" herein).

42. The plaintiff has made before and may make after the filing of this complaint Additional Disbursements.

COUNT ONE (Foreclosure of Deed of Trust No. 1, etc.)

43. The plaintiff re-alleges paragraph 1 through paragraph 42 to the same effect as if such paragraphs were set forth in this Count One.
44. The Defendant Borrowers have defaulted in performing Promissory Note No. 1 in that the Defendant Borrowers have failed to pay those payments following:
45. (a) Defendant Borrowers have failed to pay the full amount of the required principal reduction payments due under Promissory Note No. 1 totaling \$4,500,000.00 through December 20, 2007, in that the Defendant Borrowers have only paid the sum of \$1,242,421.89 on the required principal reduction payments leaving a balance owing on such payments in the sum of \$3,257,578.11.
46. (b) Defendant Borrowers have failed to timely pay the monthly installments of accrued interest required under Promissory Note No. 1 due on the 28th day of each month with a balance owing on such interest payments to and including January 31, 2008, in the sum of \$796,266.37.
47. There is now unpaid on such Promissory Note No. 1 the sum of \$9,447,216.37 plus interest thereon at the rate of fifteen percent (15%) per annum from the date of January 31, 2008.
48. Before filing this complaint and to the date of December 14, 2007, the plaintiff paid those Additional Disbursements following:

<u>Date Paid</u>	<u>Description</u>	<u>Payee</u>	<u>Amount</u>	<u>Interest to 12/14/07</u>
10/26/07	Attorney's Fees	Eismann Law Offices	\$ 1,600.50	\$ 32.50
10/31/07	Policy Premium	TitleOne Corporation	\$17,080.00	\$ 315.45

11/29/07	Attorney's Fees	Eismann Law Offices	\$ 8,784.68	\$ 57.76
12/11/07	Title Work	Pioneer Title Company	\$ 200.00	\$.32
12/11/07	Appraisal Work	Jess Payne Appraisal Service	\$ 1,500.00	\$ 2.48
12/11/07	Broker Price Opinion	Gary Bates	\$ 400.00	\$.64
12/11/07	Broker Price Opinion	George Talibas	<u>\$ 250.00</u>	<u>\$.40</u>
TOTALS			\$29,815.18	\$ 409.55

49. The plaintiff has and hereby elects to declare the full amount of the Subject Obligations No. 1 as immediately due and payable.

50. The Subject Obligations No. 1 and the Additional Disbursements stated above are secured by the Subject Security Documents No. 1.

51. The plaintiff hereby elects to foreclose the Subject Security Documents No. 1 by this action.

52. The right and title and claim of lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to all of the right and title and claim of lien of the Defendant Borrowers in and to the Subject Security No. 1.

53. The right and title and claim of lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Landscapes Unlimited Claim of Lien in and to the Subject Security No. 1.

54. The right and title and claim of lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Lanco Claim of Lien in and to the Subject Security No. 1.

55. The right and title and claim of lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Dines Claim of Lien in and to the Subject Security No. 1.

56. The right and title and claim of lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Dines Second Claim of Lien in and to the Subject Security No. 1.

57. The right and title and claim of lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Beus Claim of Lien in and to the Subject Security No. 1.

58. The right and title and claim of lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Advanced Concrete Claim of Lien in and to the Subject Security No. 1.

59. The right and title and claim of lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Build 4 U Claim of Lien in and to the Subject Security No. 1.

60. The right and title and claim of lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the KMO Claim of Lien in and to the Subject Security No. 1.

61. The right and title and claim of lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Matzdorff Claim of Lien in and to the Subject Security No. 1.

62. The right and title and claim of lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the City of Nampa Claim of Lien in and to the Subject Security No. 1.

63. The plaintiff has duly performed all of the provisions of Promissory Note No. 1 to be performed by the plaintiff.

64. The plaintiff has duly performed all of the provisions of the Subject Security Documents No. 1 to be performed by the plaintiff.

65. Plaintiff reserves the right to obtain the appointment of a receiver pursuant to Chapter 6 of Title 8 of the Idaho Code if it becomes necessary to take charge of the Subject Security No. 1 if and when the Subject Security No. 1 is in immediate danger of great waste or irreparable injury.

66. The Subject Security No. 1 be sold at sheriff's sale as a single unit because it is one development and the value of the development as a whole is security for the Subject Obligations No. 1 and it is neither economically feasible nor practical to sell or to permit redemption of any portion of the Subject Security No. 1 less than the whole of the Subject Security No. 1 without material injury to the parties.

67. If the proceeds of the sheriff's sale fail to satisfy the judgment including attorney's fees and costs awarded to the plaintiff and against the Defendant Borrowers, then the plaintiff shall recover a deficiency judgment providing that the plaintiff shall recover such deficiency from the Defendant Borrowers and that the Defendant Borrowers are jointly and severally liable to pay the amount of such deficiency judgment plus reasonable post judgment attorney's fees and costs incurred in attempting to collect on such deficiency judgment.

COUNT TWO (Foreclosure of Deed of Trust No. 2, etc.)

68. The plaintiff re-alleges paragraph 1 through paragraph 67 to the same effect as if such paragraphs were set forth in this Count Two.

69. The Defendant Borrowers have defaulted in performing Promissory Note No. 2 in that under paragraph 5.(f) (*see Exhibit 22*) of Promissory Note No. 2 if the Defendant Borrowers default in the payment of a note and/or a security document relating to an obligation senior in priority to the security interest securing Promissory Note No. 2, the Defendant Borrowers are in default under Promissory Note No. 2. The Defendant Borrowers are in default under Promissory Note No. 1 which automatically makes Defendant Borrowers in default under Promissory Note No. 2.

70. There is now unpaid on such Promissory Note No. 2 the sum of \$407,500.00 plus the prepayment and interest charge of \$42,500.00 for a total of \$450,000.00.

71. The plaintiff has and hereby elects to declare the full amount of the Promissory Note No. 2 as immediately due and payable.

72. The Promissory Note No. 2 is secured by Deed of Trust No. 2.

73. The plaintiff hereby elects to foreclose the Deed of Trust No. 2 by this action.

74. The right and title and claim of lien of the plaintiff in and to the Premises is prior in time and priority and senior to all of the right and title and claim of lien of the Defendant Borrowers in and to the Premises.

75. The right and title and claim of lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Landscapes Unlimited Claim of Lien in and to the Premises.

76. The right and title and claim of lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Lanco Claim of Lien in and to the Premises.

77. The right and title and claim of lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Dines Claim of Lien in and to the Premises.

78. The right and title and claim of lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Dines Second Claim of Lien in and to the Premises.

79. The right and title and claim of lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Beus Claim of Lien in and to the Premises.

80. The right and title and claim of lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Advanced Concrete Claim of Lien in and to the Premises.

81. The right and title and claim of lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Build 4 U Claim of Lien in and to the Premises.

82. The right and title and claim of lien of the plaintiff in and to the Premises is prior in time and priority and senior to the KMO Claim of Lien in and to the Premises.

83. The right and title and claim of lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Matzdorff Claim of Lien in and to the Premises.

84. The right and title and claim of lien of the plaintiff in and to the Premises is prior in time and priority and senior to the City of Nampa Claim of Lien.

85. The plaintiff has duly performed all of the provisions of Promissory Note No. 2 to be performed by the plaintiff.

86. The plaintiff has duly performed all of the provisions of Deed of Trust No. 2 to be performed by the plaintiff.

87. Plaintiff reserves the right to obtain the appointment of a receiver pursuant to Chapter 6 of Title 8 of the Idaho Code if it becomes necessary to take charge of the Premises if and when the Premises is in immediate danger of great waste or irreparable injury.

88. The Premises be sold at sheriff's sale as a single unit because it is one development and the value of the development as a whole is security for the Promissory Note No. 2 and all Additional Disbursements and it is neither economically feasible nor practical to sell or to permit redemption of any portion of the Premises less than the whole Premises without material injury to the parties.

89. If the proceeds of the sheriff's sale fail to satisfy the judgment including attorney's fees and costs awarded to the plaintiff and against the Defendant Borrowers, then the plaintiff shall recover a deficiency judgment providing that the plaintiff shall recover such deficiency from the Defendant Borrowers and that the Defendant Borrowers are jointly and severally liable to pay the amount of such deficiency judgment plus reasonable post judgment attorney's fees and costs incurred in attempting to collect on such deficiency judgment.

COUNT THREE (Misappropriation of Subject Security)

90. The plaintiff re-alleges paragraph 1 through paragraph 89 to the same effect as if such paragraphs were set forth in this Count.

91. (a) As provided in Section 2.7.1 of the Master Credit Agreement (*see Exhibit 01*), all Idaho Power rebates, as part of the security for the Subject Obligations No. 1, are to be paid over to the plaintiff to apply to the Subject Obligations No. 1.
91. (b) The Defendant Borrowers received, kept and misappropriated \$8,800.00 of the Idaho Power rebates which should have been paid to the plaintiff to apply on the Subject Obligations No. 1.
91. (c) As a result of the foregoing, the Defendant Borrowers owe to the plaintiff the sum of \$8,800.00 which was security for the Subject Obligations No. 1 and is secured by the Subject Security Documents No. 1.
92. (a) As provided in Section 2.7.3 of the Master Credit Agreement (*see Exhibit 01*), fifty percent (50%) of all proceeds realized from the sale of the first 200 golf memberships and seventy-five (75%) of all proceeds realized from the sale of the remaining golf memberships, as part of the security for the Subject Obligations No. 1, are to be paid over to the plaintiff to apply to the Subject Obligations No. 1. That the total amount of each golf membership fee is \$12,500.00.
92. (b) The Defendant Borrowers received, kept and misappropriated \$68,750.00 (50% of 11 golf memberships; 11 x \$6,250.00) of the membership fees through September 30, 2007, which should have been paid to the plaintiff to apply on the Subject Obligations No. 1.
92. (c) As a result of the foregoing, the Defendant Borrowers owe to the plaintiff the sum of \$68,750.00 which was security for the Subject Obligations No. 1 and is secured by the Subject Security Documents No. 1.

RELIEF REQUESTED. The plaintiff recover judgment against the defendants as follows:

A. **On Count One:**

1. On Count One against the Defendant Borrowers, that this plaintiff recover judgment providing:

(a) That the plaintiff recover from the Defendant Borrowers and that the Defendant Borrowers are jointly and severally liable to pay to the plaintiff:

(i) The sum of \$9,447,216.37 plus interest thereon at the rate of fifteen percent (15%) per annum from the date of January 31, 2008, until paid to the plaintiff.

(ii) The sum of \$29,815.18 Additional Disbursements paid by the plaintiff before the date on which this complaint was filed plus interest thereon at the rate of 15% per annum from the date each Additional Disbursement was disbursed to the date of December 14, 2007, in the sum of \$409.55 plus interest on the Additional Disbursements paid at the rate of 15% per annum from the date of December 14, 2007, until the date such Additional Disbursements are repaid to the plaintiff.

(iii) The sum of all Additional Disbursements paid by the plaintiff after the date of December 14, 2007, and after this complaint was filed at the rate of 15% per annum from the date each Additional Disbursement is disbursed until the date such Additional Disbursement is repaid to the plaintiff.

(b) That the right, title, interest and lien of the plaintiff in the Subject Security No. 1 is prior in time and priority and senior to all of the right, title and lien of the Defendant Borrowers in the Subject Security No. 1.

(c) That the plaintiff recover from the Defendant Borrowers and that the Defendant Borrowers are jointly and severally liable to pay to the plaintiff reasonable attorney's fees and costs, in addition to those set forth in paragraph 48, in the sum of \$35,000.00 if this Count One is not contested by the Defendant Borrowers plus an additional sum for additional reasonable attorney's fees and costs if this Count One is contested by the Defendant Borrowers plus reasonable post judgment attorney's fees and costs incurred in attempting to collect on such judgment.

(d) That the Deed of Trust No. 1 be foreclosed as provided by law, that the Subject Security No. 1 be sold at sheriff's sale as a single unit because it is one development and the value of the development as a whole is security for the Subject Obligations No. 1 and it is neither economically feasible nor practical to sell or to permit redemption of any portion of the Subject Security No. 1 less than the whole Subject Security No. 1 without material injury to the parties.

(e) That if the proceeds of the sheriff's sale fail to satisfy the judgment including attorney's fees and costs awarded to the plaintiff and against the Defendant Borrowers, then the plaintiff shall recover a deficiency judgment providing that the plaintiff shall recover such deficiency from the Defendant Borrowers and that the Defendant Borrowers are jointly and severally liable to pay the amount of such deficiency judgment plus reasonable post judgment attorney's fees and costs incurred in attempting to collect on such deficiency judgment.

2. On Count One against the Other Defendants, that this plaintiff recover judgment providing:

(a) That the right, title, interest and lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Landscapes Unlimited Claim of Lien in and to the Subject Security No. 1.

(b) That the right, title, interest and lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Lanco Claim of Lien in and to the Subject Security No. 1.

(c) That the right, title, interest and lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Dines Claim of Lien in and to the Subject Security No. 1.

(d) That the right, title, interest and lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Dines Second Claim of Lien in and to the Subject Security No. 1.

(e) That the right, title, interest and lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Beus Claim of Lien in and to the Subject Security No. 1.

(f) That the right, title, interest and lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Advanced Concrete Claim of Lien in and to the Subject Security No. 1.

(g) That the right, title, interest and lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Build 4 U Claim of Lien in and to the Subject Security No. 1.

(h) That the right, title, interest and lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the KMO Claim of Lien in and to the Subject Security No. 1.

(i) That the right, title, interest and lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the Matzdorff Claim of Lien in and to the Subject Security No. 1.

(j) That the right, title, interest and lien of the plaintiff in and to the Subject Security No. 1 is prior in time and priority and senior to the City of Nampa Claim of Lien in and to the Subject Security No. 1.

(k) That if any of the Other Defendants contest this Count One, then the plaintiff recover reasonable attorney's fees and costs against each such Other Defendant contesting this Count One plus reasonable post judgment attorney's fees and costs incurred in attempting to collect on such judgment.

B. On Count Two:

1. On Count Two against the Defendant Borrowers, that this plaintiff recover judgment providing:

(a) That the plaintiff recover from the Defendant Borrowers and that the Defendant Borrowers are jointly and severally liable to pay to the plaintiff the sum of \$450,000.00.

(b) That the right, title, interest and lien of the plaintiff in and to the Premises is prior in time and priority and senior to all of the right, title and lien of the Defendant Borrowers.

(c) That the plaintiff recover from the Defendant Borrowers and that the Defendant Borrowers are jointly and severally liable to pay to the plaintiff reasonable attorney's fees and costs in the sum of \$7,500.00 if this Count Two is not contested by the Defendant Borrowers plus an additional sum for additional reasonable attorney's fees and costs if this Count Two is contested by the Defendant Borrowers plus reasonable post judgment attorney's fees and costs incurred in attempting to collect on such judgment.

(d) That the Deed of Trust No. 2 be foreclosed as provided by law and the Premises be sold at sheriff's sale as a single unit because it is one development and the value of the development as a whole is security for the Promissory Note No. 2 and the Additional Disbursements and it is neither economically feasible nor practical to sell or to permit redemption of any portion of the Premises less than the whole Premises without material injury to the parties.

(e) That if the proceeds of the sheriff's sale fail to satisfy the judgment including attorney's fees and costs awarded to the plaintiff and against the Defendant Borrowers, then the plaintiff shall recover a deficiency judgment providing that the plaintiff shall recover such deficiency from the Defendant Borrowers and that the Defendant Borrowers are jointly and severally liable to pay the amount of such deficiency judgment plus reasonable post judgment attorney's fees and costs incurred in attempting to collect on such deficiency judgment.

2. On Count Two against the Other Defendants, that this plaintiff recover judgment providing:

(a) That the right, title, interest and lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Landscapes Unlimited Claim of Lien in and to the Premises.

(b) That the right, title, interest and lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Lanco Claim of Lien in and to the Premises.

(c) That the right, title, interest and lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Dines Claim of Lien in and to the Premises.

(d) That the right, title, interest and lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Dines Second Claim of Lien in and to the Premises.

(e) That the right, title, interest and lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Beus Claim of Lien in and to the Premises.

(f) That the right, title, interest and lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Advanced Concrete Claim of Lien in and to the Premises.

(g) That the right, title, interest and lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Build 4 U Claim of Lien in and to the Premises.

(h) That the right, title, interest and lien of the plaintiff in and to the Premises is prior in time and priority and senior to the KMO Claim of Lien in and to the Premises.

(i) That the right, title, interest and lien of the plaintiff in and to the Premises is prior in time and priority and senior to the Matzdorff Claim of Lien in and to the Premises.

(j) That the right, title, interest and lien of the plaintiff in and to the Premises is prior in time and priority and senior to the City of Nampa Claim of Lien in and to the Premises.

(k) That if any of the Other Defendants contest this Count Two, then the plaintiff recover reasonable attorney's fees and costs against each such Other Defendant contesting this Count Two plus reasonable post judgment attorney's fees and costs incurred in attempting to collect on such judgment.

C. On Count Three:

1. On Count Three against the Defendant Borrowers, that this plaintiff recover judgment providing:

(a) That the plaintiff recover from the Defendant Borrowers and that the Defendant Borrowers are jointly and severally liable to pay to the plaintiff the Idaho Power rebates in the sum of \$8,800.00 plus interest as provided by law, plus all additional Idaho Power rebates received by the Defendant Borrowers as provided by the Master Credit Agreement (*see Exhibit 01*).

(b) That the plaintiff recover from the Defendant Borrowers and that the Defendant Borrowers are jointly and severally liable to pay to the plaintiff the proceeds from the sale of golf memberships in the sum of \$68,750.00 plus interest as provided by law, plus the percentage of all additional golf memberships received by the Defendant Borrowers as provided by the Master Credit Agreement (*see Exhibit 01*).

(c) That the above sums are part of the security for the Subject Obligations No. 1 and were misapplied to other purposes by the Defendant Borrowers without the consent of the plaintiff.

(d) That the plaintiff recover from the Defendant Borrowers and that the Defendant Borrowers are jointly and severally liable to pay to the plaintiff reasonable attorney's fees and costs in the sum of \$5,000.00 if this Count Three is not contested by the Defendant Borrowers plus an additional sum for additional reasonable attorney's fees and costs if this Count Three is contested by the Defendant Borrowers plus reasonable post judgment attorney's fees and costs incurred in attempting to collect on such judgment.

(e) The amount recovered by the plaintiff in this Court Three is secured by the Subject Security Documents No. 1.

D. On All Counts:

1. That a receiver be appointed to take possession of and to protect the Subject Security No. 1 and to collect and receive the rents, issues and profits of the Subject Security No. 1.
2. That such other and further relief be granted to the plaintiff as may be just.

SIGNED:


Richard B. Eismann
Attorney for the plaintiff

ORIGINAL

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Attorney for the Plaintiff

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

HOPKINS NORTHWEST FUND, L.L.C.,)
an Idaho limited liability company,)

Plaintiff,)

-vs-)

Case No. CV08-1242-C

GREGORY O. BULLOCK and)
JEANETTE E. BULLOCK, husband and wife;)
HUNTER'S POINT DEVELOPMENT)
CORPORATION, an Idaho corporation;)
HUNTER'S POINT GOLF COMMUNITY,)
LLC, an Idaho limited liability company;)
LANDSCAPES UNLIMITED, L.L.C., a)
Nebraska limited liability company;)
LANCO, INC., an Idaho corporation;)
RICHARD DINES; BEUS EXCAVATION,)
LLC, an Idaho limited liability company;)
ADVANCED CONCRETE, INC., an Idaho)
corporation; BUILD 4 U, INC., an Idaho)
corporation; KMO, INC., an Idaho corporation;)
MATZDORFF RESOURCES, LLC, an)
Idaho limited liability company, d/b/a/)
Mike's Sand & Gravel; and THE CITY OF)
NAMPA, IDAHO, an Idaho municipality,)

Defendants.)

EXHIBITS TO PLAINTIFF'S COMPLAINT

PACKET 1 OF 3

(Exhibits 1-7)

HOPKINS V. BULLOCK, ET AL

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MASTER CREDIT AGREEMENT

THIS MASTER CREDIT AGREEMENT ("Agreement") is made effective this ____ day of August, 2006, by and among Hopkins Northwest Fund, L.L.C., an Idaho limited liability company ("Lender"), and Hunter's Point Golf Community, LLC, an Idaho limited liability company, ("HPGC"), Hunter's Point Development Corporation, an Idaho corporation, ("HPDC"), Gregory O. Bullock, ("Greg Bullock"), and Jeanette E. Bullock, ("Jeanette Bullock"). (Greg Bullock and Jeanette Bullock are sometimes collectively referred to herein as "Bullock"). HPGC, HPDC and Bullock are sometimes collectively referred to herein as "Borrower").

RECITALS:

- A. HPDC and Bullock own and/or will acquire certain parcels of real property located in Canyon County, Idaho, real property upon which HPGC intends to develop a planned unit golf course community; and
- B. Borrower has applied to Lender for a loan to finance (i) HPDC and Bullock's acquisition of portions of said real property, (ii) construction of the golf course and related improvements on the said real property, and (iii) certain other costs and expenses; and
- C. Borrower has or will obtain financing from one or more third parties for construction of residential subdivisions on said real property; and
- D. Lender is willing to provide such loan, all upon the terms and subject to the conditions set forth in this Agreement and the other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the recitals above, which are incorporated herein, and the premises and the mutual representations, covenants, undertakings and agreements hereinafter contained, Lender and Borrower represent, covenant, undertake and agree as follows:

1. Definitions and Miscellaneous Provisions.

1.1 Defined Terms. As used in this Agreement, the following capitalized terms shall have the meanings defined below. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Certain other capitalized terms used only in specific sections of this Agreement are defined in such sections.

"Accommodation Parties" means, collectively, Bullock-King, LLC, an Idaho limited liability company, Belt Creek, LLC, an Idaho limited liability company, and Board Creek, LLC, an Idaho limited liability company.

"Architect" means, individually or collectively, as appropriate, such architect(s) and/or engineer(s) selected by Borrower to perform design and/or engineering services with respect to the Project on the Real Property.



"Borrower" means, individually and collectively as appropriate, Hunter's Point Golf Community, LLC, an Idaho limited liability company, Hunter's Point Development Corporation, an Idaho corporation, Greg Bullock, and Jeanette Bullock.

"Circling Raven" means the proposed subdivision to be constructed by Borrower upon that portion of the Real Property depicted as "Circling Raven" on the Conceptual Plan, more particularly described as Parcel 15 in the Commitment No.1.

"Circling Raven Apartments" means the proposed multi-family project to be constructed by Borrower upon that portion of the Real Property depicted as "Circling Raven Apartments" on the Conceptual Plan, more particularly described as Parcel 15A in Commitment No. 1.

"Circling Raven RP" means the proposed assisted living complex to be constructed by Borrower upon that portion of the Real Property depicted as "RP" on the Conceptual Plan, more particularly described as Parcel 15B in Commitment No. 1.

"Closing Date" means the day on which the Deed of Trust is recorded in the official records of Canyon County, Idaho.

"Clubhouse" means the location for the proposed clubhouse, parking lot and practice facilities of the golf course portion of the Project, as depicted on the Conceptual Plan, more particularly described as Parcel Nos. 6, 7 and 9 in Commitment No. 1.

"Commitment No. 1" means that certain Commitment for title insurance bearing an Effective Date of July 19, 2006, as revised on August 11, 2006, issued by Title Company under Order No. C0615433.

"Commitment No. 2" means that certain Commitment for title insurance dated July 26, 2006, issued by Title Company, as revised August 10, 2006, under Order No. C0615706.

"Commitment No. 3" means that certain Commitment for title insurance dated August 2, 2006, issued by Title Company, as Order No. C0615875.

"Commitment No. 4" means that certain Commitment for title insurance dated July 25, 2006, issued by Title Company, as revised August 10, 2006, under Order No. C0615698.

"Common Areas" means (i) that portion of each Subdivision which is intended to serve as common area, (as that term is defined by the Master Declaration Of Covenants, Conditions, Restrictions And Easements For Hunter's Point Planned Unit Development, recorded as Instrument No. 200618670, records of Canyon County, Idaho, ("Declarations"), for such subdivision, and the (ii) the Common Areas within Heron Springs 1 Subdivision, Heron Springs 2 Subdivision, Millers Crossing Subdivision, Royal Ridge Subdivision, and Sunrise Crossing Subdivision, (collectively described as Parcel Nos. 16A, 17A, 18A, 19 and 20 in Commitment No. 1).

"Common Area Contract Rights" means all rents, issues, and profits of the Common Areas, including, but not limited to, all sums payable to any Borrower, or their respective assigns, in accordance with Section 8.13 of the Covenants.

"Completion Date" means September 30, 2007, or such other date that Lender and Borrower may set by mutual written agreement for the completion of the Project.

"Conceptual Plan" means the conceptual plan for Hunter's Point Planned Unit Development, (which development includes the Project and all Subdivisions), attached as Exhibit No. 1 hereto.

"Contractor" means, individually or collectively, as appropriate, such contractor or contractors selected by Borrower and approved by Lender in writing to perform construction of the Project.

"Cost Projection" means the Golf Construction Cost Draw Schedule attached as an Exhibit to the Loan Agreement.

"Deed Of Trust" means the Deed Of Trust and Security Agreement of even date, executed and acknowledged by Borrower, as the same may hereafter be amended, supplemented or modified from time to time, together with any Deed of Trust(s) which may hereafter be executed in accordance with the provisions of this Agreement.

"Default Rate" has the meaning given to such term in the Note.

"Development Loan" means, with respect to each individual Subdivision, the loan obtained by Borrower from a third party lender for the purpose of completing construction of all Lots and related improvements within such Subdivision, including, but not limited to, all grading, roadways, sidewalks, curbs, gutters, utility services, and Common Areas.

"Event(s) of Default" has the meaning given to such term in Section 10.1 hereof.

"Future Advances" has the meaning give to such term in Section 4 of the Loan Agreement.

"Golf Hole Nos. 1, 2, 6 and 7" means hole numbers 1, 2, 6 and 7 of the golf course portion of the Project, as depicted on the Conceptual Plan, more particularly described as Parcel 4 in Commitment No. 1.

"Golf Hole Nos. 3, 4 and 5" means hole numbers 3, 4 and 5 of the golf course portion of the Project, as depicted on the Conceptual Plan, more particularly described as Parcel 5 in Commitment No. 1.

"Golf Hole Nos. 8 and 9" means hole numbers 8 and 9 of the golf course portion of the Project, as depicted on the Conceptual Plan, more particularly described as Parcel 3 in Commitment No. 1.

"Golf Hole Nos. 10, 17 and 18" means hole numbers 10, 17 and 18 of the golf course portion of the Project, as depicted on the Conceptual Plan, more particularly described as Parcel 2 in Commitment No. 1.

"Golf Hole Nos. 11, 12, 13, 14, 15, and 16" means hole numbers 11, 12, 13, 14, 15, and 16 of the golf course portion of the Project, as depicted on the Conceptual Plan, more particularly described as Parcel 1 in Commitment No. 1.

"Golf Memberships" means the targeted total of 450 membership interests to be offered for sale by Borrower, and/or its marketing agent, in the golf course to be constructed upon the Real Property as part of the Project.

"Governmental Authority" means the United States of America, the State of Idaho, the County of Canyon, the City of Nampa, and any political subdivision, agency, department, commission, district, board, bureau or instrumentality of any of the foregoing, which now or hereafter has jurisdiction over Borrower or all or any portion of the Real Property, including but not limited to the construction or use of all or any portion of the Project and Subdivisions.

"Heron Springs 2" means the proposed subdivision to be constructed by Borrower upon that portion of the Real Property depicted as "Heron Springs No. II" on the Conceptual Plan, more particularly described as Parcel 17 in Commitment No. 1.

"Idaho Power Rebates" means all rebates, refunds, reimbursements, and rights to receive payments of any nature from Idaho Power Company as a result of Borrower's installation of electrical service lines and related equipment to the Project and Subdivisions, and subsequent sale of Lots therein, but excluding all rebates attributable to Lots sold and conveyed by Borrower prior to the date of this Agreement.

"Initial Advance" means the amounts shown on Exhibit No. 2 attached hereto, which are to be advanced on the Closing Date.

"Lake and Orchard Parcel" means (i) Bullock's membership interest in Belt Creek, LLC, and (ii) Belt Creek's membership interest in Board Creek, LLC, including Bullock's and Belt Creek's membership interest in the property described as Tracts 1 and 2 in Commitment No. 3.

"Legal Requirements" means all laws, ordinances, rules, regulations, building restrictions, recorded covenants and restrictions, and any other requirements of all Governmental Authorities having jurisdiction over the Project.

"Lender" means Hopkins Northwest Fund, L.L.C., an Idaho limited liability company, and its successors and assigns.

"Loan" means the loan provided by Lender to Borrower by, and subject to the terms and conditions of, this Agreement.

"Loan Agreement" means the Construction Loan Disbursement And Withhold Agreement between Borrower and Lender, of even date herewith, as the same may hereafter be amended, supplemented or modified from time to time.

"Loan Documents" means this Agreement, the Loan Agreement, the Deed of Trust and Security Agreement, the Note, the Security Documents, and all other documents or instruments evidencing, securing, guaranteeing or otherwise pertaining to the Loan, all as may hereafter be amended, supplemented or modified from time to time.

"Lookout Basin" means the proposed subdivision to be constructed by Borrower upon that portion of the property depicted as "Lookout Basin" on the Conceptual Plan, more particularly described as a portion of Parcel No. 2 in Commitment No. 2, (being a portion of the Shanks' Option).

"Lookout Ridge" means the proposed subdivision to be constructed by Borrower upon that portion of the property depicted as "Lookout Ridge" on the Conceptual Plan, more particularly described as a portion of Parcel No. 2 in Commitment No. 2, (being a portion of the Shanks' Option).

"Lot(s)" means, with respect to each individual Subdivision, a tract therein that has been or will be developed for the subsequent construction thereon of a single family residence.

"Maturity Date" means August 9, 2011, or such other date as Lender and Borrower may agree upon in writing from time to time.

"Monarch Pass" means the proposed subdivision to be constructed by Borrower upon that portion of the Real Property depicted as "Monarch Pass" on the Conceptual Plan, more particularly described as Parcel 13 in Commitment No. 1.

"North Slope" means the proposed subdivision to be constructed by Borrower upon that portion of the Real Property depicted as "North Slope" on the Conceptual Plan, more particularly described as Parcel 10 in Commitment No. 1.

"Note" has the meaning given to such term in Section 2.2.

"Obligations" means all indebtedness, liabilities, covenants, duties, and obligations of Borrower now or hereafter existing under this Agreement, the Loan Agreement, the Note, the Deed of Trust, or any other Loan Document.

"Permitted Liens" means (i) real estate taxes and assessments not yet due and payable and possible supplemental assessments for improvements constructed on the Real Property, and (ii) exceptions to title that are described in Exhibit B to the Deed of Trust of even date herewith.

"Person" means any natural person, any unincorporated association, any corporation, any partnership, any joint venture, any limited liability company, any trust, any other legal entity, or any Governmental Authority.

"Plans" means the construction plans, working drawings, and specifications for the Project and Subdivisions, as may, from time to time, be approved by the Governmental Authority, as prepared by (i) Gene Bates Design and (ii) Mason & Stanfield, and any other surveys, engineering, designs, and/or plan. Borrower represents and warrants that the Plans, when completed and prior to use in constructing the Project and Subdivisions, will comply with all applicable Legal Requirements.

"Project" means the scope of development work more particularly described in the Cost Projection to be performed on or with respect to the Real Property (including, without limitation, the installation of utilities, roads, on-site and off-site improvements, grading, irrigation system, landscaping, and fencing, associated with construction of the golf course, remodeling of an existing structure for use as a temporary clubhouse, maintenance building, and temporary cart storage building, in each case, to the extent set forth in the Cost Projection), all of which work and construction shall be completed by or on behalf of Borrower in accordance with the Plans.

"Property" means all property (whether real, personal or mixed) serving as collateral for the Loan at any given time, including, but not limited to the Real Property, collateral assignment of the Shanks Option, collateral assignment of the Thueson Contract, collateral assignment of the Lake and Orchard Parcel, Golf Memberships, and any collateral assignments.

"Real Property" means all real property serving as collateral for the Loan at any given time, whether now owned or hereafter acquired by Borrower, as more particularly described, collectively, parcel nos. 1 through 20 in Commitment No. 1, together with all water rights appurtenant or otherwise pertaining thereto.

"Rights of Way" means all areas within each Subdivision to publicly dedicated in the respective plat thereof, including, but not limited to, those areas identified as Parcel Nos. 1A, 2A, 3A, and 9A in Commitment No. 1.

"Royal Ridge" means the proposed subdivision to be constructed by Borrower upon that portion of the Real Property depicted as "Royal Ridge" on the Conceptual Plan, more particularly described as Parcel 16 in Commitment No. 1.

"Security Documents" means the Deed of Trust and Security Agreement, Security Agreement, UCC-1 Financing Statement(s), Collateral Assignments of (i) Shanks' Option, (ii) Thueson Contract, and (iii) the Lake and Orchard Parcel, and any or all writings now or hereafter executed to create, evidence and/or perfect any lien or encumbrance of any kind to secure the Obligations or any portion thereof.

"Shanks' Option" means that certain Vacant Land Real Estate Purchase And Sale Agreement, dated May 15, 2006, wherein Greg Bullock and Jeanette Bullock are identified as "Buyer", and Edward D. Shank and Grace Shank are identified as "Seller", granting Bullock the option to purchase the property described as Parcel Nos. 1 and 2 in Commitment No. 2, (which includes Lookout Ridge, Lookout Basin, and the majority of The Rim).

"South Basin" means the proposed subdivision to be constructed by Borrower upon that portion of the Real Property depicted as "South Basin" on the Conceptual Plan, more particularly described as Parcel Nos. 11 and 12 in Commitment No. 1.

"South Slope" means the proposed subdivision to be constructed by Borrower upon that portion of the Real Property depicted as "South Slope" on the Conceptual Plan, more particularly described as Parcel 14 in Commitment No. 1.

"Subdivision(s)" means the proposed subdivision(s), to be constructed by Borrower upon any portion of the Real Property, each of which is herein separately identified.

"Sunrise Crossing" means the remaining unsold lots within the subdivision heretofore constructed by Borrower upon that portion of the Real Property depicted as "Sunrise Crossing" on the Conceptual Plan, which lots are identified as Parcel No. 18 in Commitment No. 1.

"The Rim" means the proposed subdivision to be constructed by Borrower upon that portion of the property depicted as "The Rim" on the Conceptual Plan, which comprises Parcel 8 in Commitment No. 1, and that portion of the property described as Parcel No. 1 in Commitment No. 2, (being a portion of the Shanks' Option).

"Thueson Contract" means the (a) Bullock's membership interest in Bullock-King Investment, LLC, together with Bullock's membership interest in (i) certain property more particularly described as Parcel Nos. 1, 2, 3, 3A and 4 in Commitment No. 3, (ii) that certain Vacant Land Real Estate Purchase And Sale Agreement dated May 2, 2005, wherein Lance Thueson and/or assigns is identified as "Buyer", and Bullock-King Investment, LLC, JTAP, LLC (Agenbroad), and B & F, Inc. ("B & F"), are collectively identified as the "Sellers", (for the sale of said Parcel Nos. 1, 2, 3A and 4), and (iii) the proceeds of foregoing described contract.

"Title Company" means TitleOne Corporation.

"Title Insurance Policy" means a title insurance policy in the form of an American Land Title Association Loan Policy-1992 extended coverage (without revision, modification or amendment) issued by the Title Company in the amount of the Loan, encumbering the Real Property, subject to the Permitted Liens, in form and substance satisfactory to Lender and containing such endorsements as Lender may require (in form and substance satisfactory to Lender).

1.2 Accounting Terms. All accounting terms not specifically defined in this Agreement shall be construed in accordance with GAAP consistent with those applied in the preparation of the financial statements referred to in Section 9, and all financial data submitted pursuant to this Agreement shall be prepared in accordance with GAAP.

2. Basic Terms.

2.1 Agreement to Borrow and Lend. Subject to the conditions set forth in this Agreement, from time to time beginning with the Closing Date and continuing

through the Completion Date, Lender shall make advances to or for the benefit of Borrower, and Borrower shall draw upon and borrow, amounts available under the Loan in the manner and upon the terms and conditions set forth in this Agreement and in the Loan Documents, for payment of items in the Cost Projection. The maximum aggregate amount of advances that Borrower may obtain from the Loan is the sum of Twelve Million Four Hundred Thirty Thousand and 00/100 Dollars (\$12,430,000.00), which amount is inclusive of an interest payment reserve in the sum of One Million Seven Hundred Thirty Thousand Seven Hundred Seventy-Five and 00/100 Dollars, (\$1,730,775.00); provided, however, that the maximum principal balance of the Loan outstanding at any given time, shall not exceed Seven Million Eight Hundred Thousand and 00/100 Dollars (\$7,800,000.00). It is specifically understood and agreed that the Loan is not a revolving line of credit, and no payments or credits by Borrower shall increase the maximum amount of advances available from the Loan.

2.2 Note. The Loan shall be evidenced by a promissory note of the Borrower in the stated principal amount of the maximum amount of the Loan executed by Borrower, in form satisfactory to Lender, (the "Note"). The Note shall bear interest upon the outstanding principal balance at an initial rate of fifteen percent (15%) per annum, and which interest rate shall be adjusted on January 1, 2009, and on January 1st of each year thereafter based on the changes in an independent index which is the Prime Rate, ("Prime Rate" shall mean the published rate quoted on the day prior to adjustment obtained from the "Money Rates" Listing of the Western Edition of the Wall Street Journal), plus six and three-quarters percent (6.75%), per annum; provided, however, that the interest rate on the Note will never be lower than fifteen percent (15%) per annum. Subject to the provisions of Section 2.2.3 hereof, the Note may be prepaid in whole or part, and shall be due and payable in full on or before the Maturity Date, and shall include the following additional terms:

2.2.1 Interest Reserve. To the extent of available funds, interest accruing from and after the Note date, which shall be of even date with this Agreement, shall be paid monthly from the interest reserve. The parties acknowledge that the interest reserve represents the parties' estimate of interest which will accrue between the Note date and May, 2008. At such time as the interest reserve is exhausted, or in the event Lender is not required to make any advance from such reserve as herein provided, Borrower shall pay all accruing interest monthly.

2.2.2 Minimum Required Principal Reductions. In addition to all interest and other sums then due, Borrower shall be obligated to reduce the principal balance of the Loan in accordance with the following schedule of principal reduction payments. Any prepayment shall be applied to the principal reduction payment next due.

November 20, 2006:	\$2,000,000.00
March 20, 2007:	\$1,000,000.00
July 20, 2007:	\$1,000,000.00
December 20, 2007:	\$ 500,000.00
March 20, 2008:	\$ 500,000.00
August 20, 2008:	\$1,000,000.00
December 20, 2008:	\$1,000,000.00

June 20, 2009: \$1,000,000.00
December 20, 2009: \$1,000,000.00
June 20, 2010: \$1,000,000.00
December 20, 2010: \$1,000,000.00
Maturity Date: Entire remaining balance

2.2.3 Principal Reduction Fees. In addition to all interest and other sums then due, Borrower shall pay a principal reduction fee equal to two percent (2%) of any principal reduction payment made, including, but not limited to, the required principal reduction payments set forth above. Provided, however, that no principal reduction fee shall apply to the funds which Borrower is required to bring to closing, including, but not limited to, the projected proceeds pending Lot sales within Sunrise Crossing.

2.3 Loan Fees.

2.3.1 Placement and Origination Fees. Lender has earned (i) an origination fee in the sum of One Hundred Twenty Six Thousand and no/100 Dollars (\$126,000.00), of which Borrower has heretofore paid a portion of with the payment of a non-refundable commitment fee of Seventy Five Thousand and No/100 Dollars, (\$75,000.000), and (ii) a loan placement fee in the sum of Four Hundred Twenty Four Thousand and no/100 Dollars (\$424,000.00), together with certain other fees and charges described in the APR Disclosure Statement of even date herewith, (collectively the "Loan Fee") that Borrower shall pay to Lender on the Closing Date. No portion of the Loan Fee shall be rebated or refunded in the event that the Loan is prepaid in whole or in part. Borrower acknowledges that the Loan Fee paid under this Section has been fully earned by Lender at time of payment and is non-refundable to Borrower if this agreement is terminated or expires.

2.3.2 Membership Agreement. As additional consideration for the loan herein contemplated, Borrower has agreed to convey to Hopkins, without charge, two non-assessable lifetime Golf memberships, (one corporate for three designated users, and one family). Because such conveyance provides no direct consideration to Lender, (i) is of speculative value, (ii) is unlikely to be realized until some future date, and (iii) is dependent upon events largely beyond the control of Lender, no cash value is assigned to such Golf memberships.

2.4 Collateral Security For Loan. As collateral security for the full and faithful performance of each and every term, covenant, obligation and provision of the Loan Documents, Borrower shall convey to Lender the following collateral: (i) a Deed of Trust encumbering the Real Property, (the relative priority of which Deed of Trust is hereinafter defined), including all water rights appurtenant or relating to the Real Property, (ii) a collateral assignment of (iii) the Shanks' Option, (iii) a collateral assignment of all Golf Memberships, whether now existing or hereafter created, (iv) a collateral assignment of all materials and supplies acquired by Borrower for construction of the Project, (iv) a collateral assignment of the Idaho Power Rebates, (v) a collateral assignment of the Plans, (vi) a collateral assignment of the Thueson Contract, (vii) a collateral assignment of the Lake and Orchard Parcel, and (viii) a collateral assignment of the Common Area Contract Rights.

2.5 Security Documents. Borrower, or its successors and assigns, shall execute and deliver to Lender (or, where appropriate, shall cause to be executed and accepted and delivered to Lender and/or to be filed, recorded and/or accepted by third parties) such security documents as Lender shall, in its sole and absolute discretion, determine from time to time are necessary to create, further define and perfect appropriate security interests or other liens on or in all of the respective Subdivision and assure collection and payment of the proceeds thereof.

2.6 Substitute Security Documents. In the event Borrower is successful in its efforts to plat one or more of the Subdivisions, Lender, in its sole discretion and option, may substitute a separate deed of trust for the Deed of Trust with respect to each such Subdivision. Upon request of Lender, Borrower shall execute and deliver to Title Company, a deed of trust upon the respective Subdivision, together with such additional instruments and documents as Lender and/or Title Company may reasonably require, in order to substitute a deed of trust upon the Property, (with such priority as herein provided), in lieu of the Deed of Trust.

2.7 Application Of Proceeds Of Certain Collateral Security.

2.7.1 Idaho Power Rebates. All Idaho Power Rebates shall be applied to the Loan.

2.7.2 Thueson Contract. All sums accruing to Borrower and Bullock upon the Thueson Contract shall be applied to the Loan.

2.7.3. Golf Memberships. One-half (50%) of all proceeds realized from the sale of the first 200 Golf Memberships shall be applied to the Loan, and seventy-five percent (75%) of all proceeds realized from the sale of the remaining Golf Memberships shall be applied to the Loan.

2.8 Loan Advances.

2.8.1 Form of Request. All requests by Borrower for advances from the Loan, and all directions and agreements of Borrower provided for or contemplated herein, shall be in the form specified in the Loan Agreement and signed for Borrower by Bullock, or any other individual or combination of individuals authorized (and designated by name) by a written resolution or authorization of Borrower to execute requests, directions and agreements on Borrower's behalf pursuant to this Agreement.

2.8.2 Payment to Third Parties. Lender may, if it so elects, but shall not be obligated to, make advances by joint checks or by paying the relevant sums directly to any architect, inspector, contractor, subcontractor, material supplier, engineer, title company, Governmental Authority, insurance company, appraiser, surveyor or any other person owed such funds by Borrower in connection with the financing or construction contemplated by the Loan Documents. Notwithstanding such optional right of Lender, none of the foregoing persons shall constitute a creditor, third-party beneficiary or incidental beneficiary hereto, have any right of

action hereon or rights to moneys hereunder, or otherwise be entitled to any rights or benefits of any nature under this Agreement.

2.8.3 "Line-Item" Disbursement Limitation. Notwithstanding any contrary provision in this Agreement, Lender shall not be obligated to disburse Loan proceeds for the payment of any cost or expense if the amount of such cost or expense, together with the amounts of other costs and expenses included within the same "line-item" category in the Cost Projection for which requests for advances have previously been submitted and approved, exceeds the amount set forth in the Cost Projection for such category, unless 1) Borrower furnishes to Lender documentary evidence satisfactory to Lender that any such excess cost is offset by a reduction, in amount and nature satisfactory to Lender, of an equal or greater amount in another cost category shown in the Cost Projection, or 2) Lender approves a revision to the Cost Projection submitted in compliance with this Agreement.

2.8.4 Lender May Make Advances Notwithstanding Noncompliance. Notwithstanding the failure of any condition precedent to Lender's obligation to make any advance of Loan proceeds, Lender may make such disbursement if Lender, in its sole discretion, determines the making of the advance to be advisable. The making of any advance, either before or after the satisfaction of all conditions precedent with respect to Lender's obligation to make the same, shall not be deemed to constitute an approval or acceptance by Lender of the Project theretofore completed or a waiver of such condition with respect to a subsequent disbursement.

2.8.5 Reaffirmation of Representations and Warranties. Each request by Borrower for an advance of Loan proceeds shall constitute a certification on the part of Borrower that (i) the representations and warranties contained in this Agreement and the other Loan Documents are true and correct as of the time of such request, and (ii) there exists no Event of Default or event that, with notice or the passage of time, or both, would become an Event of Default.

3. Conditions Precedent.

3.1 Conditions to Making Loan and Advances. The obligation of Lender to make the Loan, and each and every advance under the Loan, is expressly subject to completion of the following conditions precedent to the satisfaction of Lender:

3.1.1 Borrower shall have executed and delivered (or caused to be executed and delivered) to Lender, in form satisfactory to Lender, the Loan Documents, and such other documents, agreements and instruments that Lender may require of Borrower from time to time in Lender's sole and absolute discretion.

3.1.2 Borrower, at its expense, shall have obtained and delivered to Lender, in form and content acceptable to Lender and subject to approval in writing by Lender, the following items:

3.1.2.1 A copy of (i) all action taken by Borrower entities authorizing their respective execution and delivery of the Loan Documents and the performance of its agreements thereunder, and (ii) such other documents as Lender may require relating to the existence and good standing of Borrower entities and the authority of any person executing documents on behalf thereof, all certified by the authorized agent of such Borrower entities to be true and correct.

3.1.2.2 A copy of (i) all action taken by Borrower's member entities authorizing the actions of Borrower, and (ii) such other documents as Lender may require relating to the existence and good standing of each member entity and the authority of any person executing documents on behalf thereof, all certified by a duly authorized agent to be true and correct.

3.1.2.3 A fully executed Partial Termination Agreement between Borrower and Idaho Sand & Gravel Company.

3.1.2.4 An opinion letter of Borrowers' counsel concerning the Borrowers.

3.1.2.5 Payment of the Loan Fee required by Section 2.3.

3.1.3 The Title Company is irrevocably and unconditionally committed to issue (i) the Title Insurance Policy to Lender, insuring the Deed of Trust on the Real Property with such priority as herein defined, with such endorsements as Lender may require, and with no exceptions, conditions or exclusions other than the Permitted Liens, and (ii) separate policies of title insurance on (i) the Thueson Contract (ii) the Lake and Orchard Parcel, (iii) the Shank Parcel, with such endorsements as Lender may require, and with such exceptions, conditions and/or exclusions as Lender may approve.

3.1.4 No work of any kind shall have been performed on the Real Property, no equipment or material shall have been delivered to the Real Property for any purpose, and no performance under any contract for the supply of labor, materials or services for the construction of the Project or other work on the Real Property shall have commenced prior to the recording of the Deed of Trust, unless the legal effect of possible mechanics', materialmen's, or other statutory liens has been negated by title insurance or surety bonds satisfactory to Lender.

3.1.5 Evidence whether the Real Property, or any part thereof, lies within a "special flood hazard area" as designated on maps prepared by the Federal Emergency Management Agency.

3.1.6 All representations and warranties by Borrower shall remain true and correct, and all agreements that Borrower is to have performed or complied with by the Closing Date shall have been performed or complied with, as of the Closing Date.

3.1.7 No Event of Default exists and no event has occurred or condition exists that, after notice or lapse of time or both, would constitute an Event of Default.

3.1.8 Lender receives evidence that borrower has contributed equity to the Project in the amount shown in the Cost Projection.

3.2 Initial Advance. If all of the conditions precedent described above shall have been satisfied and upon recording and/or filing of the Deed of Trust and any other Loan Documents required by Lender, Borrower shall qualify for, and directs Lender to disburse on the Closing Date, the Initial Advance.

3.3 Conditions to Making Advances After the Initial Advance. In addition to (i) the conditions set forth in Section 3.1 above, and (ii) all other conditions set forth in the Loan Agreement, the obligation of Lender to make any advance under the Loan after the Initial Advance, including but not limited to any advance from the interest reserve, is expressly subject to Lender's receipt of the following items, in form and content satisfactory to Lender:

3.3.1 A request for an advance as described in Section 2.8.1 hereof, setting forth such details as Lender may require.

3.3.2 A copy of any Contractor's application for payment to Borrower on AIA Forms G702 and G703/G703A or other forms acceptable to Lender.

3.3.3 If requested by Lender, paid invoices or receipts (or affidavits of payment from the payee) and unconditional lien waivers for all construction work and costs included in the previous request for advance, and evidence reasonably satisfactory to Lender that all prior advances have been used for purposes described in this Agreement or the Cost Projection.

3.3.4 If requested by Lender, evidence that any inspection required by any Governmental Authority has been completed with results satisfactory to that Governmental Authority.

3.3.5 The issuance by Title Company of one or more additional policies, and/or endorsements to existing policies, for title insurance in form and content acceptable to Lender.

3.3.6 Such other information and documents as Lender may reasonably require.

3.3.7 Borrower shall have paid, when due, all sums then owing the holder(s) of any encumbrance(s) upon the Real Property which encumbrance(s) are senior to the security interest of Lender.

3.3.8 No additional deposit is required from Borrower under Section 4.1.

3.3.9 An opinion letter of Borrower's counsel in form and substance acceptable to Lender.

3.3.10 The establishment of a third party escrow for exercise and closing of the Shank's Option.

3.3.11 The establishment of a third party escrow for collection and proper delivery of the amounts due and owing in connection with the promissory note executed by Bullocks in favor of Derwyn Shank and Grace Shank, which note is secured by a Deed of Trust recorded as Instrument No. 200627338, records of Canyon County, Idaho, together with documents for reconveyance of said Deed of Trust upon full satisfaction of said promissory note.

3.3.12 The establishment of a third party escrow for collection and proper delivery of the amounts due and owing in connection with the promissory note executed by Bullocks in favor of The Schober Family Limited Partnership, which note is secured by ad Deed of Trust recorded as Instrument No. 200574023, records of Canyon County, Idaho, together with documents for partial reconveyance(s) of said Deed of Trust in accordance with the terms of said promissory note.

3.3.13 Consents To Assignment And Estoppel Certificates by Bullock-King Investment, LLC, and JTAP, LLC. (i) Borrower's assignment of the Thueson Contract, (ii) agreement to distribute to Lender Assignor's respective share of all proceeds of the Thueson Contract as received, and (iii) agreement by Bullock-King Investments, LLC to the substitution of Lender as a member thereof in the event of Borrower's default.

3.3.14 Consent To Assignment And Estoppel Certificate by Shanks to Borrower's assignment of the Shanks' Option.

3.3.15 Consents To Assignment And Estoppel Certificates of Board Creek, LLC to (i) Borrower and Belt Creek's collateral assignment of their respective membership interests and proxy to Lender, (ii) agreement to distribute to Lender Assignors' respective share of all proceeds of any sale or refinance of the Lake and Orchard Parcel as received, and (iii) agreement by Board Creek, LLC to the substitution of Lender as a member thereof in the event of Borrower's default.

All documents described in this Section 3.3 shall be in such form and contain such detailed information as Lender may reasonably require, and which are substantially similar to the form of documents required in connection with this Agreement. Those documents are subject to Lender's approval. In making any advance under this Agreement, Lender shall be entitled to rely upon those documents, and shall have no duty to inquire as to their validity or correctness.

3.4 Final Advance. Lender shall not be obligated to make the final advance until Lender receives the following in form and substance acceptable to Lender:

3.4.1 Evidence satisfactory to Lender that all work on the Project requiring inspection by any Governmental Authority has been duly inspected and approved by such Governmental Authority.

3.4.2 A certification by an engineer, architect, or other qualified inspector acceptable to Lender that the Project have been completed substantially in accordance with the Plans, that direct connection has been made to all utilities set forth in the Plans.

3.4.3 Evidence satisfactory to Lender of the lien-free completion of the Project.

4. Additional Deposits and Cost Controls.

4.1 **Additional Deposits.** If, during the construction, development, planning, zoning, and marketing of the Project, Lender should determine, in Lender's sole discretion acting in good faith, that the unpaid costs of construction, development, planning, zoning, and marketing of the Project, including accruing interest, together with all related expenses required for the timely completion of such Project, will be greater than, or will become due and payable prior to the time at which funds will become available under, the undisbursed portion of the Loan plus the undisbursed balance of any deposits previously made pursuant to the provisions of this Section 4.1 for such purposes, Borrower will, within five (5) business days after receipt of written demand from Lender, deposit with Lender such additional amounts as Lender requires in order to assure that Lender may at all times have in its possession (or may reasonably anticipate having in its possession) sufficient moneys and un-disbursed Loan funds to pay the total estimated unpaid costs of such construction, development, planning, zoning, leasing and marketing, interest and all related costs and expenses of the project. Lender's good faith estimate of such required deposits shall be binding on Borrower. All such deposits shall be held by Lender in a non-interest-bearing account, and shall be, so long as no Event of Default exists, and no event has occurred or condition exists that, with notice or the passage of time, or both, would constitute an Event of Default, disbursed by Lender for the immediately succeeding costs and expenses of the Project, until such deposits are exhausted. Upon the full payment and performance of the Obligations to Lender, any remaining balance of the deposits made pursuant to this Section 4.1 shall be returned to Borrower.

4.2 **Revisions of Cost Projection.** Borrower may, from time to time, submit to Lender for its written approval proposed revisions of the Cost Projection. Lender shall be entitled to give or withhold its approval of any such revisions in its sole and absolute discretion. Without limiting the generality of Lender's rights under the preceding sentence, Lender may withhold its approval if the revisions would, in Lender's judgment, materially affect the quality or character of the Project. Any revised Cost Projection that is approved in writing by Lender shall thereafter constitute the Cost Projection, as appropriate, for purposes of this Agreement, until subsequently revised.

4.3 **Plan Revisions and Change Orders.** All changes in and revisions of the Plans other than minor changes involving no extra cost or extension of time for completion of the Project, must be in writing and signed by Borrower and Architect, and complete copies thereof shall be delivered to Lender as soon as practicable after execution. Borrower shall not permit the performance of any work pursuant to any change order that will result in an increase or decrease in the price of construction of the Project in excess of \$10,000 per change, or \$50,000 in the aggregate, unless Borrower shall have received the prior written approval of Lender. Each of

the foregoing computations will be made without considering any cost savings in such change order. Borrower will not direct or permit the performance of any work pursuant to any change order, or enter into any change order that would result in an extension of time for completion of the Project in excess of an aggregate of 15 days, without (i) Lender's prior written approval, and (ii) the written consent to any extension from all persons who would be entitled to enforce any penalty or to collect any liquidated or other damages from Borrower as a result of the failure to complete the Project by any date prior to the extended date for completion. If any permits or authorizations are necessitated by any Legal Requirements or required by any Governmental Authorities having jurisdiction over any work described in such change order, Borrower shall obtain all such permits and authorizations prior to directing or permitting any such work. Borrower will submit true and correct copies of all change orders to Lender within five (5) days after Borrower's execution of the same, regardless of the nature or size of the change(s) set forth therein or whether Lender's prior approval is required under this Section 4.3. Lender shall have a reasonable time to evaluate any request for its approval of any changes referred to in this Section 4.3, and shall not be required to consider approval of any changes unless all other approvals that are required from other parties have been obtained. Lender may approve or disapprove changes in its sole discretion. If Lender believes in good faith that any change may increase the total costs of completing the Project, Lender may require Borrower to deposit additional funds with Lender in accordance with Section 4.1 hereof as a condition to giving its approval. All contracts and subcontracts relating to the construction of the Project must contain provisions satisfactory to Lender implementing the provisions of this Section 4.3.

5. Priority of Deed of Trust and Other Security Interests.

5.1 Initial Advance. Upon recording of the Security Documents, the relative priority of Lender's Deed of Trust and/or security interest in the Real Property and other collateral security shall be as follows:

5.1.1 Real Property

5.1.1.1 A first position Deed of Trust upon those portions of the Real Property comprised of (i) Circling Raven, (ii) Circling Raven RP, (iii) Clubhouse, (iv) Golf Hole Nos. 8 and 9, (v) Golf Hole Nos. 10, 17 and 18 (excluding that portion described in Section 5.1.1.2 below), (vi) Golf Hole Nos. 11, 12, 13, 14, 15, and 16, (vii) that portion of South Basin described as Parcel No. 11 in Commitment No. 1, and (viii) that portion of The Rim described as Parcel No. 8 in Commitment No. 1.

5.1.1.2 A second position Deed of Trust on those portions of the Real Property comprised of (i) Circling Raven Apartments, (ii) the Common Areas for Millers Crossing, Heron Springs 1, Royal Ridge, and Sunrise Crossing, (iii) Golf Hole Nos. 1, 2, 6 and 7, (iv) Golf Hole Nos. 3, 4 and 5, (v) that portion of Golf Hole Nos. 10, 17 and 18 described in that certain Deed of Trust wherein in Bullock is the Grantor, and Home Federal Bank is the Beneficiary, recorded as Instrument No. 200629361, records of Canyon County, Idaho, (vi) Monarch Pass, (vii) North Slope, (viii) Royal Ridge, (ix) that portion of South Basin described as Parcel No. 12 in Commitment No. 1, (x) South Slope, and (xi) Sunrise Crossing.

5.1.1.3 A third position Deed of Trust on Heron Springs 2, including the Common Areas thereof.

5.1.1.4 A first position collateral assignment of the Shanks' Option (to be converted to a second position deed of trust upon exercise thereof in accordance with Section 5.2 hereof).

5.1.2 Personalty. A first position security interest in all items of collateral which are defined or otherwise recognized as personalty, including, but not limited to: (i) Thueson Contract, (ii) Lake and Orchard Parcel, (iii) Idaho Power Rebates, (iii) Golf Memberships, (iv) shares/interest in canal companies and/or irrigation districts, (v) construction materials and supplies, (vii) Common Area Contract Rights, and (viii) the Plans.

5.2. Exercise of Shanks Option. Upon Borrower's exercise of the Shanks's Option, Lender shall have a second position deed of trust on that portion of the property described as Parcel Nos. 1 and 2 in Commitment No. 2, subordinate only to a loan in the amount of the option price paid by Borrower. Upon closing of said purchase, Borrower shall execute such amendment to the Deed of Trust, or separate deed of trust, as Lender shall require in order to perfect its security interest therein.

6. Subordination. Subject to all of the conditions precedent set forth in Section 3 hereof, and the additional conditions and limitations set forth in this Section 6, Lender shall, upon written request of Borrower, subordinate its security interest to an instrument securing a Development Loan as follows:

6.1 Circling Raven. A Development Loan not to exceed the sum of Two Million Three Hundred Forty-Five Thousand and 00/100 Dollars (\$2,345,000.00).

6.2 Lookout Basin. A Development Loan not to exceed the sum of Nine Hundred One Thousand and 00/100 Dollars (\$901,000.00), subject to a release of Lookout Basin by any purchase money lender.

6.3 Lookout Ridge. A Development Loan not to exceed the sum of Eight Hundred Seventy Thousand and 00/100 Dollars (\$870,000.00), subject to a release of Lookout Ridge, by any purchase money lender.

6.4 Monarch Pass. A Development Loan not to exceed the sum of Six Hundred Seven Thousand and 00/100 Dollars (\$607,000.00).

6.5 North Slope. A Development Loan not to exceed the sum of One Million Six Hundred Sixteen Thousand Two Hundred Thirty-Three and 00/100 Dollars (\$1,616,233.00).

6.6 South Basin. A Development Loan not to exceed the sum of One Million Three Hundred Eighty-Six Thousand and 00/100 Dollars (\$1,386,000.00).

6.7 South Slope. A Development Loan not to exceed the sum of One Million Three Hundred Sixty-Five Thousand and 00/100 Dollars (\$1,365,000.00).

6.8 The Rim. A Development Loan not to exceed the sum of Three Million Two Hundred Eighteen Thousand and 00/100 Dollars (\$3,218,000.00), subject to a release of Lookout Ridge, by any purchase money lender.

6.9 Additional Conditions Precedent To Lender's Obligation To Subordinate.

6.9.1 The interest rate on each Development Loan shall not exceed Prime Rate (as hereinabove defined) plus one and one-half percent (1.5%) per annum.

6.9.2 The points on each Development Loan shall not exceed one and one-half percent (1.5%) of the amount of such loan.

6.9.3 The amount of each Development Loan shall not exceed the total of all hard and direct soft costs associated with development of the respective Subdivision, as evidenced by a construction budget and supporting bids approved by Lender.

6.9.4 The Development Loan lender, (excluding the North Slope Development Loan lender), shall approve, in writing, Lender's subordinate position on the respective Subdivision.

7. Partial Releases.

7.1 Lots. At any time prior to the Maturity Date of the Loan, Lender shall, at Borrower's request, execute a partial release that releases Lender's lien against one or more Lots; provided, however, that prior to or simultaneously with each such partial release all of the following conditions shall be satisfied:

7.1.1 There shall exist no Default as defined in this Agreement or any of the other Loan Documents or any event, omission or failure of condition that would constitute a Default after notice or lapse of time, or both.

7.1.2 Lender shall have received any and all sums then due and owing under the Loan Documents together with all escrow, closing and recording costs, the costs of preparing and delivering such partial release and the cost of any title insurance endorsements required by Lender.

7.1.3 Lender shall have received evidence satisfactory to Lender that: (a) each Lot to be released is a legal parcel lawfully created in compliance with all subdivision laws and ordinances and, at Borrower's sole cost, Lender shall have received any title insurance endorsements to that effect requested by Lender; and (b) the portion of the Real Property that shall remain encumbered by the Deed of Trust does not and will not rely upon the released Lot for any utilities, easements, public and/or private streets, covenants, conditions and

restrictions as may be necessary, in Lender's sole opinion, for the anticipated development and improvement thereof.

7.1.4 Lender shall have received evidence satisfactory to Lender that any tax, bond or assessment that constitutes a lien against the Real Property has been properly allocated between the portion of the Real Property to be released and the portion of the Real Property that shall remain encumbered by the Deed of Trust. Neither the acceptance of any payment or request for any partial release by Lender shall affect Borrower's obligation to repay all amounts owing under the Loan Documents or under the lien of the Deed of Trust on the remainder of the Real Property that is not released.

7.1.5 For each Lot to be released, Lender shall have received a payment of the Release Fee, calculated in accordance with Section 7.1.6 below, to be applied as a reduction of the outstanding principal balance of the Loan, together with such principal reduction fee as may be applicable thereto, as provided further in Section 2.2.3.

7.1.6 Release Fee Schedule. With respect to each Subdivision that is encumbered by a Development Loan, the Release Fee for each Lot within such Subdivision shall be one percent (1%) of the selling price thereof, which shall be applied as a reduction of the principal balance of the Loan. With respect to each Subdivision which is unencumbered by a Development Loan, or the Development Loan thereon has been fully satisfied, the applicable Release Fee for each Lot therein, (which Release Fee is subject to adjustment to meet the minimum required principal reduction for such Subdivision), shall be as follows:

SUBDIVISION	RELEASE FEE (% of sales price or release fee, whichever is greater)		MINIMUM PRINCIPAL REDUCTION FOR ENTIRE SUBDIVISION
Circling Raven	85%	\$89,250.00	\$3,659,250.00, subject to Section 7.2 below
Lookout Basin	75%	\$78,750.00	\$1,023,750.00
Lookout Ridge	80%	\$40,000.00	\$1,080,000.00
Heron 2	75%	\$81,000.00	\$729,000.00
Monarch Pass	75%	\$80,250.00	\$642,000.00
North Slope	80%	\$93,000.00	\$1,581,750.00
Royal Ridge	\$45,000.00 per lot from each of last 7 lots in Subdivision		\$315,000.00
South Basin	75%	\$78,750.00	\$1,575,000.00
South Slope	75%	\$63,750.00	\$956,250.00

Sunrise Crossing	75%	\$57,598.00	\$691,000.00
The Rim	80%	\$112,000.00	\$5,040,000.00

7.2 Circling Raven.

7.2.1 In lieu of Lender's subordination to a Development Loan, as described in Section 6.1 above, Lender shall release Circling Raven upon Lender's receipt of a principal reduction payment in the sum of Three Million and 00/100 Dollars, (\$3,000,000.00), together with the applicable principal reduction fee thereon, provided the source of such principal reduction payment is other than revenues generated from the Project or any Subdivision.

7.2.1 In lieu of Lender's subordination to a Development Loan, as described in Section 6.1 above, or release of Circling Raven in accordance with Section 7.2.1 above, Lender shall extend additional credit to Borrower, in the sum of Two Million and 00/100 Dollars (\$2,000,000.00) for the development of Circling Raven. Lender's obligation to extend such additional credit is subject to the following conditions and terms:

7.2.1.1 To the extent applicable, all conditions set forth in Sections 3.1 and 3.3 above have been met;

7.2.1.2 The additional credit shall be evidenced by documents in form satisfactory to Lender, including a promissory note, bearing interest at Prime Rate (as hereinabove defined) plus 6.75% interest per annum, and a maturity date of two years, with interest thereon payable monthly.

7.2.1.3 Borrowers payment to Lender of a loan fee in the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00), together with all other fees and costs customarily charged by Lender upon similar loans.

7.2.1.4. The applicable Release Fee shall be 85% of the sales price, with a required minimum principal reduction for such Subdivision shall be Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000.00).

7.3 Right of Ways. In order to accommodate the recording of a plat for each Subdivision, Lender shall, without further consideration, release the corresponding right of ways for such Subdivision from the Deed of Trust. Such release(s) shall be delivered to Borrower upon final approval of the respective plat by all applicable Governmental Authorities.

7.4 Memberships. Lender shall release the corresponding number of Golf Memberships upon receipt by Lender of the payments described in Section 2.7.3 above.

7.5 Release of Security Interest In Materials And Supplies. Lender's security interest in construction materials and supplies, shall be deemed released, without further action of Lender, upon incorporation of the same into the Project.

JB 8/14/06

OK 8/14/06

J.S. 8/14/06

~~7.6 B & F Deed of Trust. At any time prior to the Maturity Date of the Loan, Lender shall, at Borrower's request, execute a partial release that releases Lender's lien against the property secured by the B & F deed of trust; provided, however, that prior to or simultaneously with each such partial or full release Lender shall have received, (or satisfactory assurance of future receipt of), B & F's respective share of the proceeds of the Thuesen Contract.~~

7.7 Release of All Collateral Security. Upon full satisfaction of all sums due and owing upon the Loan, Lender shall promptly release all remaining collateral security, including, but not limited to, the collateral security described in Section 2.4 of this Agreement.

8. Representations and Warranties

Borrower represents and warrants to Lender as follows:

8.1 Status of Borrower. HPGC is an Idaho limited liability company duly organized and validly existing under the laws of the State of Idaho and is in good standing and qualified to transact business under the laws of the State of Idaho. HPDC is an Idaho limited liability company duly organized and validly existing under the laws of the State of Idaho and is in good standing and qualified to transact business under the laws of the State of Idaho. Bullocks are husband and wife, residing in the State of Idaho. Each individual Borrower has full power and authority to own its properties and assets and to carry on its business as now being conducted.

8.2 Authority of Borrower; Valid and Binding Obligation. Borrower, as applicable, has authorized the execution and delivery of the Loan Documents, and the performance of its agreements thereunder by all necessary action under the Idaho Limited Liability Company Act and/or The Idaho Business Corporation Act. The execution and delivery of the Loan Documents by Borrower, as applicable, and the performance of its obligations thereunder will not (i) require any consent or approval of the member entities or shareholders of any Borrower entity that has not been obtained; (ii) contravene Borrower's Articles of Organization and Operating Agreement, and/or Articles of Incorporation and By-Law, (iii) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award presently in effect having applicability to Borrower; (iv) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease, or instrument to which Borrower is a party or by which it or its properties may be bound or affected; or (v) cause Borrower to violate any such law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award or be in default under any such indenture, agreement, lease, or instrument.

8.3 Valid and Binding Obligation. This Agreement is, and each of the other Loan Documents when delivered under this Agreement will be, legal, valid, and binding obligations of the Borrower, enforceable against the Borrower, in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditors' rights generally.

8.4 Financial Condition. All financial statements, profit and loss statements, statements as to ownership and other statements or reports previously or hereafter

given to Lender by or on behalf of Borrower are and shall be accurate and complete in all material respects, and do and shall fairly present the financial condition and results of operations of such party, as of the date(s) thereof. Borrower, excluding Bullock, has no material contingent liabilities, liabilities for taxes, material forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments not reflected in those financial statements. No material adverse change has occurred in the business, properties or condition (financial or otherwise) of such party since the date of the latest financial statements given to Lender.

8.5 Licenses, Permits and Approvals. Borrower has obtained, has maintained, and will continue to maintain, in full force and effect, or will obtain prior to construction of the Project, all licenses, permits, consents, approvals and authorizations necessary or appropriate for the construction, operation and contemplated use of the Project.

8.6 Utilities. All utility services and facilities necessary for the construction, sale, and occupancy of the Real Property and the operation thereof for its intended purpose are either available at the boundaries of the Real Property, or, if not, all necessary steps have been taken by Borrower and the local authority or public utility company which provides such services to assure the complete installation and availability thereof when needed for construction, sale, occupancy and operation of the Real Property.

8.7 Water. Borrower has unencumbered fee simple title to adequate valid water rights, (as to both quality and quantity), that will enable Borrower to construct and operate the Project described in the Plans. Borrower shall promptly file and diligently prosecute to completion all applications with the Idaho Department of Water Resources, Boise-Kuna Irrigation District, Nampa-Meridian Irrigation District, and all other districts or agencies having jurisdiction, such applications as necessary to (i) perfect, (ii) transfer into Borrowers' name, (iii) change the place of use, nature of use, and/or point of diversion, of the water rights described in the Deed of Trust, and (iv) to acquire such additional water rights, as may be necessary to facilitate completion and subsequent operation of the Project.

8.8 Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties (including the Property) free and clear of all liens, security interests, or other encumbrances, other than Permitted Liens and has not executed any security documents or financing statements relating to such properties except Permitted Liens.

8.9 Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that, to Borrower's actual knowledge without investigation: (1) During the period of Borrower's ownership of Borrower's Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Property in violation of any Environmental Laws. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of any of the Property in violation of any Environmental Laws; or (c) any actual or threatened litigation or

claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Property; unless any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Upon Borrower's receipt of notice of any alleged violation of Environmental Laws on the Project, a copy of which shall be delivered to Lender within three business days of Borrower's receipt thereof, Borrower authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this Section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses that Lender may directly or indirectly sustain or suffer resulting from a breach of this Section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Property. The provisions of this Section of the Agreement, including the obligation to indemnify, shall survive, for a period of two years, the full payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement, and shall not be affected by Lender's acquisition of any interest in any of the Property, whether by foreclosure or otherwise. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.* ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, or other applicable state or federal laws, rules, or regulations adopted pursuant thereto. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

8.10 Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or, to Borrower's actual knowledge without investigation, threatened, and no other event has occurred that may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

8.11 Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed or properly extended, and

all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

8.12 Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any security agreements, or permitted the filing or attachment of any security interests on or affecting any of the Property directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Property.

8.13 Commercial Purposes. Borrower intends to use the Loan proceeds solely for business or commercially related purposes.

8.14 Investment Company Act. Borrower is not an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

8.15 Public Utility Holding Company Act. Borrower is not a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", within the meaning of the Public Utility Holding Company Act of 1935, as amended.

8.16 Information. All information previously furnished or that is now being furnished by Borrower to Lender for the purposes of or in connection with this Agreement or any transaction contemplated by this Agreement is, and all information furnished by or on behalf of Borrower to Lender in the future will be, true and accurate in every material respect on the date as of which such information is dated or certified; and no such information is or will be incomplete by omitting to state any material fact the omission of which would cause the information to be misleading.

8.17 Claims and Defenses. To Borrower's knowledge, there are no defenses or counterclaims, offsets or other adverse claims, demands or actions of any kind, personal or otherwise, that Borrower, or any Grantor, could assert with respect to the Note, Loan, this Agreement, the Deed of Trust, or any other Loan Document.

8.18 Access to Property. To Borrower's knowledge, all roads, streets, traffic turn lanes, and access ways necessary for the full utilization of the Real Property for its intended purpose have either been completed or the necessary rights of way have either been acquired by the appropriate Governmental Authority or have been dedicated to public use and accepted by the appropriate Governmental Authority, and all necessary steps have been taken or will be taken by Borrower and the appropriate Governmental Authority to assure the complete construction and installation thereof by the time needed for construction and/or occupancy and operation of the Real Property.

8.19 Non-Foreign Status. Borrower is not a "foreign corporation," "foreign partnership," "foreign trust," or "foreign estate," as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder.

8.20 Adequacy of Loan. To Borrower's knowledge, the aggregate amount of the proceeds of the Loan, together with the equity funds of the Borrower in the amount set forth in the Cost Projection, is sufficient to pay all costs of the Project in accordance with the Plans given the anticipated sales activity with respect to the Lots.

9. Covenants.

So long as any Obligation is outstanding or Borrower has any obligation under any Loan Document, Borrower shall comply with the following provisions:

9.1 Financial Information. Borrower shall furnish or cause to be furnished to Lender the following:

9.1.1 Within 20 days following the end of each calendar month, the following compiled financial statements reflecting the financial condition of Borrower at the end of each accounting period and the results of its operations for such accounting period: (i) a balance sheet; (ii) a profit and loss statement; and (iii) a cash flow statement. The foregoing statements shall: (a) include a statement of amounts due to or from any persons affiliated with Borrower; (b) reflect all contingent liabilities of Borrower; and (c) be certified by Borrower (or a responsible financial representative thereof acceptable to Lender); that certification shall also state that, to the best of his/her knowledge, no Event of Default exists, or event has occurred or condition exists that, with notice or the passage of time, or both, would constitute an Event of Default, or shall specify the nature and period of the existence of any Event of Default or event or condition and the action Borrower has taken or proposes to take with respect thereto.

9.1.2 Within (i) 20 days following the end of each calendar quarter, and (ii) 90 days following the end of each fiscal year of Borrower, the following compiled financial statements reflecting the financial condition of Borrower at the end of each accounting period and the results of its operations for such accounting period: (i) a balance sheet; (ii) a profit and loss statement; and (iii) a cash flow statement. The foregoing statements shall: (a) include a statement of amounts due to or from any persons affiliated with Borrower; (b) reflect all contingent liabilities of Borrower; and (c) be certified by Borrower (or a responsible financial representative thereof acceptable to Lender); that certification shall also state that, to the best of his/her knowledge, no Event of Default exists, or event has occurred or condition exists that, with notice or the passage of time, or both, would constitute an Event of Default, or shall specify the nature and period of the existence of any Event of Default or event or condition and the action Borrower has taken or proposes to take with respect thereto.

9.1.3 Within fifteen (15) days after filing, copies of the timely filed (as properly extended, if applicable) federal income tax returns (together with all schedules and amended returns relating thereto) of Borrower and requests for extensions with respect thereto.

9.1.4 All financial reports which Borrower is required to furnish Lender pursuant to this Section 9.1, shall be prepared by the firm of Ripley Doorn & Company, Certified Public Accountants, or such other firm as the parties may hereafter mutually designate.

9.1.5 Upon Lender's request, such other information regarding the financial condition and operation of Borrower as Lender may reasonably request from time to time. If the foregoing financial information is not timely provided, Lender may, after ten days written notice to Borrower, begin to accrue interest on the Loan at the Default Rate without accelerating the Loan or declaring the Loan in default. If the required financial information is thereafter provided and no other Event of Default then exists, the interest rate on the Loan will revert back to the non-Default Rate described in the Note.

9.2 Indemnification of Lender. Borrower shall indemnify and hold Lender harmless from any and all claims asserted against Lender or the Property by any person, entity, or governmental body, or arising out of or in connection with the Property or Project. Lender shall be entitled to appear in any proceedings to defend itself against such claims, and all costs and expenses attorneys' fees incurred by Lender in connection with such defense shall be paid by Borrower to Lender. Lender shall, in its sole discretion, be entitled to settle or compromise any asserted claims against it, and such settlement shall be binding upon Borrower for purposes of this indemnification. All amounts paid by Lender under this Section shall be secured by Lender's security agreement or Deed of Trust, if any, on the Property, shall be deemed an additional principal Advance under the Loan, payable upon demand, and shall bear interest at the rate applicable to the Loan. The agreements contained in this Section shall survive repayment of the Loan and the termination of any other portions of this Agreement for a period of two years.

9.3 Lender's Costs. Borrower shall pay (and authorizes Lender to advance from the proceeds of the Loan): (a) all out-of-pocket costs paid or incurred by Lender in connection with the Loan, including recording and filing fees, title examination and lien search fees, title insurance premiums, escrow fees, appraisal and appraisal review fees, survey fees, release and termination fees, engineering or environmental assessment fees or report review fees and similar costs; (b) the reasonable fees and expenses of Lender's legal counsel (i) incurred in connection with preparation of the Loan Documents, and otherwise in connection with the Loan, (ii) incurred in connection with any work relating to the Loan that Lender refers to legal counsel after the Closing Date, and (iii) incurred in enforcing any right or remedy of Lender under the Loan Documents; and (c) the reasonable fees and expenses of any architects, engineers, inspectors or other consultants retained by Lender in connection with administering the Loan and the project to be developed with the proceeds of the Loan.

9.4 Further Assignment, Transfer or Encumbrance. Except as herein specifically provided for the sale and release of individual lots, Golf Memberships, and Rights of Way, without the prior written consent of Lender, Borrower shall not: (a) assign, transfer or convey any of its right, title or interest in any of the Property; or (b) create or suffer to be created any mortgage, pledge, security interest, encumbrance or other lien on any of the Property.

9.5 Notices of Claims and Litigation. Borrower shall promptly inform Lender in writing of (a) all material adverse changes in Borrower's financial condition, and (b) all existing and all known threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower that could materially affect the financial condition of Borrower. In addition, Borrower shall provide Lender with written notice of the occurrence of any Event of Default, the occurrence of any unfunded liability under, or the institution of steps by Borrower to

withdraw from, or the institution of any steps to terminate, any employee benefit plan as to which Borrower may have any liability.

9.6 Records. Borrower shall maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

9.7 Additional Information. Borrower shall furnish such additional information and statements, as Lender may reasonably request from time to time.

9.8 Insurance. Borrower shall maintain all-risk insurance, public liability insurance, flood insurance (if the Real Property or any part thereof is located within a special flood hazard area as designed on the applicable maps prepared by the Federal Emergency Management Agency and such other insurance as Lender may require with respect to Borrower's properties and operations in connection with the Project, in form, amounts, coverages and with insurance companies acceptable to Lender. The minimum limits of public liability insurance afforded by any such policy shall be \$2,000,000.00. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be canceled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require. Within two weeks after the date of this Agreement, Borrower shall deliver to Lender evidence of the insurance required by this Agreement and any other Loan Document.

9.9 Insurance Reports. Borrower shall furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the properties insured; (e) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (f) the expiration date of the policy.

9.10 Loan Proceeds. Borrower shall use all Loan proceeds solely to complete the Project. The Borrower shall not, directly or indirectly, use any part of such proceeds for the purpose of purchasing or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or to extend credit to any person for the purpose of purchasing or carrying any such margin stock, or for any purpose that violates, or is inconsistent with, Regulation X of such Board of Governors.

9.11 Taxes, Charges and Liens. Borrower shall pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income,

or profits. Borrower may contest any such obligations in good faith in the ordinary course of business as long as Borrower has provided adequate reserves for such obligation to the reasonable satisfaction of Lender.

9.12 Performance. Borrower shall perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender, and in all other loan agreements now or in the future existing between Borrower and any other party. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

9.13 Operations. Borrower shall maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

9.14 Environmental Studies. Borrower shall promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any Governmental Authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property in connection with the Project.

9.15 Compliance with Governmental Requirements. Borrower shall comply with all laws, ordinances, and regulations, now or hereafter in effect, of all Governmental Authorities applicable to development of the Project and use and occupancy of the Clubhouse, including without limitation, the provisions of approval of the Project by the Governmental Authorities, and the Americans With Disabilities Act. Borrower may contest in good faith any such provision, law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

9.16 Access Laws. (a) Borrower agrees that Borrowers will use all good faith efforts to ensure that the Project shall at all times strictly comply with the requirements of the Americans with Disabilities Act of 1990; the Fair Housing Amendments Act of 1988; and other federal, state, or local laws or ordinances related to disabled access; or any statute, rule, regulation, ordinance, order of governmental bodies and regulatory agencies, or order or decree of any court adopted or enacted with respect thereto, as now existing or hereafter amended or adopted (collectively, the "Access Laws"). At any time, Lender may require a certificate of compliance with the Access Laws and indemnification agreement in a form reasonably acceptable to Lender. Lender may also require a certificate of compliance with the Access Laws from an architect, engineer, or other third party acceptable to Lender. (b) Notwithstanding any provisions set forth herein or in any other document, Borrower shall not alter or permit any tenant or other person to alter the Property in any manner that would increase Borrower's responsibilities for compliance

with the Access Laws without the prior written approval of Lender. In connection with such approval, Lender may require a certificate of compliance with the Access Laws from an architect, engineer, or other person acceptable to Lender. (c) Borrower agrees to give prompt written notice to Lender of the receipt by Borrower of any claims of violation of any of the Access Laws and of the commencement of any proceedings or investigations that relate to compliance with any of the Access Laws. (d) Borrower shall indemnify, defend, and hold harmless Lender from and against any and all claims, demands, damages, costs, expenses, losses, liabilities, penalties, fines, and other proceedings including without limitation reasonable attorneys fees and expenses arising directly or indirectly from or out of or in any way connected with any failure of the Project to comply with any of the Access Laws. The obligations and liabilities of Borrower under this Section shall survive for a period of two years any termination, satisfaction, assignment, judicial or nonjudicial foreclosure proceeding, or delivery of a deed in lieu of foreclosure.

9.17 Inspection. Borrower shall permit employees or agents of Lender at any reasonable time to inspect any and all Property for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

9.18 Notice of Default and Litigation. Forthwith upon learning of the occurrence of any of the following, Borrower shall provide Lender with written notice thereof, describing the same and the steps being taken by Borrower with respect thereto: (1) the occurrence of any Event of Default, or (2) the institution of, or any adverse determination in, any litigation, arbitration proceeding or governmental proceeding.

9.19 Compliance Certificates. Upon the written request of Lender, Borrower shall provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

9.20 Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws in connection with the Project; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on or about the Project, any environmental activity where damage may result to the environment, unless such environmental activity is not in violation of Environmental Laws; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

9.21 Enforcement of Construction Contracts. Borrower shall enforce all construction contracts executed in connection with the construction of the Project to ensure that the respective contractors promptly and diligently perform all of their respective obligations thereunder in substantial compliance with the Plans and in such a manner as to preserve the security of Lender in the Property. No change, amendment or modification shall be made to any construction contract except in compliance with Section 4.3.

9.22 Inspection; Right to Stop Work. Borrower shall allow Lender, its agents and representatives, at any reasonable time, to enter the Property and inspect the work of construction and all materials, plans, specifications and other matters relating to the construction; and allow Lender to examine, copy and audit the books, records, accounting data and other documents of Borrower and the contracts relating to the Property or construction of the Project. If Lender determines in its sole and absolute discretion that any work or material does not conform to the approved Plans, Legal Requirements or sound building practice, or otherwise departs from any of the requirements of this Agreement, Lender may require the work to immediately be stopped and withhold disbursements until the matter is corrected to Lender's satisfaction. No such action by Lender will defer Borrower's obligations to complete the Project on or before the Completion Date or to pay any amounts due under the Loan. Lender is under no duty to supervise or inspect construction or examine any books and records. Any inspection or examination by Lender, whether or not paid for by Borrower, is for the sole purpose of protecting Lender's security and preserving Lender's rights under this Agreement. No default of Borrower will be waived by any inspection by Lender. In no event will any inspection by Lender or its agent or representative constitute a representation that the construction complies or will comply with the Plans or applicable Legal Requirements or that the construction is free of defective materials or workmanship.

9.23 Maintain Property. Borrower shall maintain, preserve, and keep all Property and equipment in good repair, working order, and condition.

9.24 Additional Assurances. Borrower shall make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all security interests.

9.25 Negative Covenants. In the absence of consent of the Lender, Borrower, excluding Bullock, shall not do any of the following, except in the ordinary course of business or as otherwise expressly permitted in the Loan Documents: (1) except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets, (3) engage in any business activities substantially different than those in which Borrower is presently engaged, (4) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell any Property out of the ordinary course of business, (5) make any distribution with respect to any capital account, whether by reduction of capital or otherwise, (6) loan, invest in or advance money or assets, (7) purchase, create or acquire any interest in any other enterprise or entity, or (8) incur any obligation as surety or guarantor other than in the

ordinary course of business, (9) create or allow to be created any lien or charge upon any of the Property, or (10) enter into any agreement containing any provisions that would be violated or breached by the performance of Borrower's obligations under the Loan Documents.

10. Default and Remedies.

10.1 Events of Default. Occurrence of one or more of the following events shall constitute an Event of Default under this Agreement:

10.1.1 Any failure to pay any principal or interest or any other amount due under the Note, this Agreement, or of the Loan Documents, as and when the same becomes due and payable.

10.1.2 Any failure or neglect to perform or observe any material term, provision, condition or covenant of this Agreement, any other Loan Document, or any other document or instrument executed or delivered in connection with the Loan, whether or not such failure or neglect is expressly defined therein as an "event of default."

10.1.3 Any warranty, representation or statement contained in this Agreement, any other Loan Document, or any other document or instrument executed or delivered in connection with the Loan (including Borrower's application for the Loan), or made or furnished to Lender by or on behalf of Borrower, shall be or shall prove to have been false, inaccurate or misleading in any material respect when made or furnished (or when reaffirmed as described in Section 2.8.5.

10.1.4 Any Borrower entity or individual Borrower dies, is dissolved, liquidated or terminated, or otherwise ceases to exist. Notwithstanding this subparagraph, the death of any natural person constituting such a party shall not be deemed to constitute an Event of Default under this subparagraph unless and until: (i) 60 days have elapsed after the last day for filing a claim in such person's estate; and (ii) prior to that 60th day, the court administering the estate has not both accepted the claim of Lender and approved a plan satisfactory to Lender to ensure that sufficient assets will be available to pay that claim as and when it becomes payable. Nothing in this Agreement shall prevent Lender from timely filing a claim and such supporting documentation as may be required in such person's estate. If such person's assets are held in trust at the time of his or her death, an Event of Default shall be deemed to exist under this subparagraph if the trustee of that trust at any time fails to maintain in the trust unencumbered liquid assets in an amount sufficient to provide for the orderly liquidation of the Loan. If the trustee fails to maintain such assets, Lender shall, among its other rights and remedies, be entitled to recover payments from the trust and/or any persons who have received distributions from the trust to the extent of distributions received.

10.1.5 Borrower makes or furnishes Lender with any financial or other statement or certificate required or provided for under this Agreement or any other Loan Document or otherwise that is false, inaccurate or misleading in any material respect, whether or not Lender has actual knowledge of any such falsity, inaccuracy or misleading nature.

10.1.6 Abandonment or discontinuation of the construction of the Project or failure to diligently prosecute construction of the Project.

10.1.7 Borrower shall become insolvent; shall make an assignment for the benefit of creditors; shall fail generally to pay its debts as they become due; shall have a receiver, trustee, custodian or conservator appointed with respect to all or part of its assets; or a petition for relief under any chapter of the federal Bankruptcy Code (or any similar debtor relief laws to which the parties may be subject) is filed by or against Borrower, and, if an involuntary petition, such petition is not dismissed within sixty (60) days of service.

10.1.8 Any mechanics' or materialmen's lien, attachment, garnishment, repletion, execution, or other statutory or judicial lien is filed, levied or claimed against all or any portion of or interest in the Property or any undisbursed deposits or committed Loan proceeds under this Agreement, and such claim or lien is not discharged, satisfied or bonded over to Lender's satisfaction within thirty (30) business days after Borrower has notice thereof, and in any event not later than the thirtieth (30th) business day prior to any sale or seizure of any portion of or interest in the Property or undisbursed deposit or committed loan proceeds pursuant thereto; or if any bonded stop notice is filed or served that affects any undisbursed deposit or loan proceeds under this Agreement, if Borrower fails to obtain a release bond with respect to the bonded stop notice within ten (10) days after Lender's request therefor.

10.1.9 The institution of any legal action or proceedings to enforce a mortgage, deed of trust or other lien upon the Property or any part thereof.

10.1.10 The suspension, revocation or termination of, or the failure to obtain and maintain in full force and effect, any governmental approval, right or license that is necessary for Borrower, or a major contractor to conduct its business or to complete the construction of the Project in a timely manner.

10.1.11 Any Loan Document shall, at any time, and for any reason (except as may be approved by Lender), cease to be in full force and effect or shall be declared null and void, or the validity or enforceability thereof shall be contested by Borrower, or Borrower shall deny that it has any further liability or obligation thereunder.

10.1.12 The occurrence of any other default under any Loan Document, whether or not such default is expressly defined therein as an "event of default."

10.2 Cure Period.

10.2.1 If any Event of Default, other than a payment default or an Event of Default described in Subsection 10.1.7, is curable, it may be cured (and no Event of Default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps that Lender deems in Lender's reasonable discretion to be sufficient to cure the default and thereafter diligently continues and completes all

reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical. Lender at its sole discretion may elect to give Borrower additional cure opportunities.

10.2.2 If the event of a default in payment, it may be cured (and no Event of Default will have occurred) if Borrower cures the default within ten (10) days of the payment due date.

10.3 Exercise of Remedies by Lender.

10.3.1 If an Event of Default occurs and is either not cured as provided in Section 10.2 hereof, Lender shall have the right, at its sole option, to declare the whole principal sum of the Obligations then outstanding immediately due and payable, together with all accrued and unpaid interest thereon, and all other costs, charges and indebtednesses described in this Agreement, the Note, the Loan Documents or any other document executed in connection with this Agreement. The same shall be collectible by one or more suits at law and/or trustee's sale proceedings under, or judicial foreclosure of, the Deed of Trust in the same manner as if the entire Obligations then owing had been made payable at the time of Lender's election to declare the Obligations then due and payable, and with all of the rights and remedies provided in and by this Agreement, the Note, and the Loan Documents, and with any other relief to which Lender may be legally or equitably entitled under the Loan Documents, or applicable law. Any sums advanced or costs or expenses incurred by Lender hereunder shall be immediately payable by Borrower upon Lender's demand, shall bear interest at the Default Rate and shall be secured by the Security Documents. The foregoing sentence shall be equally applicable to costs and expenses incurred by Lender in any proceeding under the federal Bankruptcy Code and the rights described therein shall be in addition to any rights Lender may have to collect attorneys' fees under applicable law.

10.3.2 If any Event of Default or event that, with the giving of notice or the passage of time or both, would constitute an Event of Default exists that has not been cured (whether or not any period for cure has elapsed), Lender may, at its option, withhold any further advances under this Agreement and/or take any other actions that Lender determines in good faith are necessary to preserve and protect the Property and to otherwise protect its security for the Obligations. In the event an involuntary petition is filed against Borrower under any chapter of the federal Bankruptcy Code, Lender may, at its option, withhold any advances under this Agreement until such petition is dismissed or the bankruptcy court enters an appropriate order confirming that Lender's liens on any then-owned or after-acquired property of Borrower shall remain in full force and effect with respect to any indebtedness then or thereafter evidenced by the Note.

10.3.3 If any Event of Default occurs and is either not cured as provided in Section 10.2 hereof, Lender may, at its sole option, enter into possession of the Real Property and perform any and all work and labor necessary to complete the Project substantially in accordance with the Plans, and employ watchmen to protect the Property from damage. All sums so expended by Lender shall constitute advances to or for the account of Borrower and shall be added to the Obligations, evidenced by the Note and secured by the Loan Documents, and interest shall accrue thereon.

10.3.4 Borrower hereby constitutes and appoints Lender its true and lawful attorney-in-fact with full power of substitution in the premises to complete any construction in the name of Borrower, and hereby empowers said attorney, upon the occurrence of an Event of Default and the failure to cure: (i) to use any funds of Borrower in the possession of Lender, including any funds that may remain unadvanced under the Loan (including any retainage) and any deposits made pursuant to Section 4.1 hereof, for the purpose of completing the Project; (ii) to make such additions and changes and corrections in the contract documents as may be necessary or desirable to complete the work in substantially the manner contemplated by the Plans; (iii) to employ such contractors, subcontractors, agents, architects, engineers and inspectors as shall be required for such purposes; (iv) to pay, settle, or compromise existing bills and claims that may be or become liens against any of the Property, or as may be necessary or desirable for the completion of the work or for the clearance of title; (v) to execute all applications and certificates in the name of Borrower that may reasonably be required to accomplish the foregoing; and (vi) to perform every related act that Borrower might perform on Borrower's own behalf. The foregoing power of attorney is an irrevocable power coupled with an interest, given as security to prosecute and defend all actions or proceedings in connection with the construction of the Project, and will be unaffected by the disability of the principal.

10.3.5 Borrower hereby assigns and quitclaims to Lender all sums unadvanced hereunder for the completion of the Project, such assignment to be exercised only upon the occurrence of an Event of Default. Lender shall also be entitled to collect any insurance proceeds to apply on the Obligations or to complete the project as provided above.

10.3.6 Upon the occurrence of an Event of Default, Lender may make, enforce, modify, assign, accept or terminate any contracts or agreements included within the description of the Property ("Agreements") and may do any and all other acts that Lender may then consider to be necessary or appropriate to protect Lender's security interest in the Agreements and succeed to the fullest extent possible to all right, title and interest of Borrower under the Agreements and any renewals, modifications or extensions thereof. Lender may exercise its rights under this Section as often and whenever an Event of Default may occur or continue to exist. Lender shall not be obligated to perform, nor does Lender undertake to perform, any obligation, duty or liability of Borrower under the Agreements, and Borrower hereby agrees to indemnify and hold Lender harmless for, from and against any and all liability, loss or damage, including reasonable attorneys' fees, that Lender may incur under the Agreements or the assignment thereof prior to the time Lender succeeds to the rights of Borrower under the Agreements and from any and all claims and demands that may be asserted against Lender by reason of an alleged obligation claimed to have been undertaken on Lender's part to perform any of the terms, covenants or agreements contained in the Agreements by reason of the assignment of the Agreements to Lender (except for damages, claims and demands that arise solely out of Lender's gross negligence or willful misconduct).

10.3.7 If any Event of Default occurs and is either not cured as provided in Section 10.2 hereof, and Lender elects to foreclose its security interest in the Property and other security for the Loan, in conducting any foreclosure sale thereof, Lender, at its option, may cause all property securing the loan, (both real and personal), to be sold in one lot. Borrower

waives any requirement that Lender separately dispose of personal property under the provisions of the Uniform Commercial Code.

10.3.8 The rights and remedies provided to Lender by the Loan Documents and the other documents executed and delivered in connection with the Loan are for Lender's sole and exclusive benefit, shall be cumulative and shall not preclude the exercise of rights and remedies that may otherwise be available. Lender may exercise any such right, power or remedy, at its option and in its sole and absolute discretion, without any obligation to do so.

11. General and Miscellaneous.

11.1 Lender's Right to Assign. Lender may assign, negotiate, pledge or otherwise hypothecate its rights under this Agreement, the Note, and the Security Documents or any of its security hereunder or thereunder, and may assign and delegate any or all of its primary supervisory and disbursing functions. In case of such assignment, Borrower will accord full recognition thereto and hereby agrees that all rights and remedies of Lender in connection with the interest so assigned shall be enforceable against Borrower by Lender's assignee. Borrower specifically consents to a sale or assignment of the Loan by Lender to any financial institution selected by Lender. Lender may furnish to any prospective buyer or assignee of the Loan, or to any governmental or regulatory authority, any information or documentation that Lender may have regarding the Loan and Borrower.

11.2 Participations. Borrower acknowledges that Lender may, at its sole option, from time to time, sell or transfer to other financial institutions beneficial or participatory interests in the Loan provided by this Agreement. Borrower acknowledges and agrees that in such event no such other financial institution is or shall be a necessary, proper or indispensable party to any private or judicial or other action of any kind commenced or taken to enforce any right of Lender under this Agreement, any other Loan Document, or any other document described or provided for herein or therein. Lender may furnish to any participant or prospective participant any information or documentation that Lender may have regarding the Loan and Borrower.

11.3 Amendments. No amendment, modification, termination, or waiver of any provision of any Loan Document to which the Borrower is a party, nor consent to any departure by the Borrower from any Loan Document to which it is a party, shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

11.4 Notices. Unless otherwise provided in this Agreement, All notices and other communications provided for under this Agreement and under the other Loan Documents to which the Borrower is a party shall be in writing and either personally served or sent by facsimile transmission, overnight delivery service, or regular United States mail, postage prepaid, to Borrower or to Lender as the case may be at the addresses set forth below:

If to Borrower: 504 Bayhill Drive
Nampa, Idaho 83686
Attention: Greg Bullock
Fax: (208) 466-1006

If to Lender: Hopkins Northwest Fund, L.L.C.
P.O. Box 670
Meridian, Idaho 83680
Attention: Randall H. Hopkins
Fax: 208/323-0667

The parties may change the address at which they are to receive notices and other communications hereunder by notice in writing in the foregoing manner given to the other. All notices or demands sent in accordance with this Section shall be deemed received on the earlier of the date of confirmed actual receipt or three (3) Business Days after the deposit thereof in the mail.

11.5 No Waiver. No failure or delay on the part of the Lender in exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder.

11.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights under any Loan Document to which the Borrower is a party without the prior written consent of the Lender.

11.7 Integration. This Agreement and the Loan Documents contain the entire agreement between the parties relating to the subject matter hereof and supersede all oral statements and prior writings with respect thereto. If there is any conflict between the Note and any other Loan Document, the Note shall control. If there is any conflict between this Agreement and any other Loan Document other than the Note, this Agreement shall control.

11.8 Continuing Warranties, Representations and Covenants. Each warranty, representation, and covenant contained in this Agreement shall continue until the Agreement is terminated and all Obligations have been paid or satisfied in full and shall be conclusively presumed to have been relied upon by Lender regardless of any investigation made or information possessed by Lender. The warranties, representations, and covenants set forth herein shall be cumulative and in addition to any and all other warranties, representations, and covenants that Borrower shall give or cause to be given to Lender, either now or hereafter.

11.9 Choice of Law and Venue. This Agreement is made in the state of Idaho, which state the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby. Accordingly, in all respects, this Agreement and the Loan Documents and the obligations arising hereunder and thereunder shall be governed by, and construed in accordance with, the laws of the state of Idaho applicable to contracts made and

performed in such state and any applicable law of the United States of America. Each party unconditionally and irrevocably waives, to the fullest extent permitted by law, any claim to assert that the law of any jurisdiction other than the state of Idaho governs this Agreement. All disputes, controversies, or claims arising out of, or in connection with, this Agreement or any Loan Document shall be litigated in any court of competent jurisdiction within the state of Idaho. Each party accepts jurisdiction of such state and agrees to accept service of process as if it were personally served within such state. Each party irrevocably waives, to the fullest extent permitted by law, any objection that the party may now or hereafter have to the jurisdiction of the courts of such state and any claim that any such litigation brought in any such court has been brought in an inconvenient forum.

11.10 Severability of Provisions. Any provision of any Loan Document that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of such Loan Document or affecting the validity or enforceability of such provision in any other jurisdiction.

11.11 Headings. Article and Section headings in the Loan Documents are included in such Loan Documents for the convenience of reference only and shall not constitute a part of the applicable Loan Documents for any other purpose.

11.12 Jury Trial Waiver. THE LENDER AND THE BORROWER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOAN DOCUMENTS.

11.13 Waivers by Borrower. Borrower waives presentment, demand, protest and notices of protest, nonpayment, partial payment and all other notices and formalities except as expressly called for in this Agreement. Borrower further consents to, and waives notice of (a) the granting of indulgences or extensions of time of payment, (b) the taking or releasing of security, and (c) the addition or release of persons who may be or become primarily or secondarily liable for the Obligations or any part thereof, all in such a manner and at such time as Lender may deem advisable.

11.14 Time of the Essence. Time is of the essence of this Agreement, the other Loan Documents, and of each term, provision and condition thereof.

11.15 Standard of Approval. When the approval of Lender is required or permitted, or Lender's consent may be granted or withheld, under this Agreement or any other Loan Document, and no standard for the exercise of Lender's discretion is otherwise specified, Lender may grant or withhold its approval or consent in Lender's sole and absolute discretion.

11.16 Effective Date. This Agreement shall be binding and deemed effective as of the date first written above when executed by Borrower and accepted and executed by Lender.

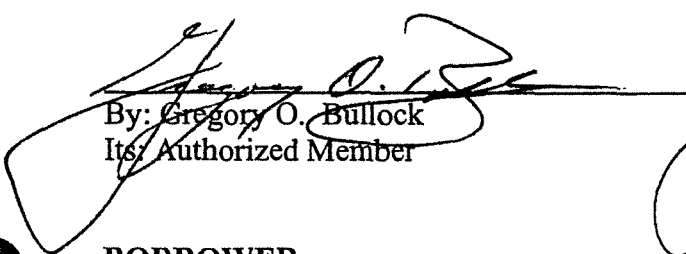
11.17 Counterparts. This Agreement may be executed in any number of counterparts and delivered by facsimile transmission. Each counterpart when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

Borrower and Lender have executed this Agreement effective as of the date first written above.

BORROWER: (HPGC)

Hunter's Point Golf Community, LLC,
an Idaho Limited liability company

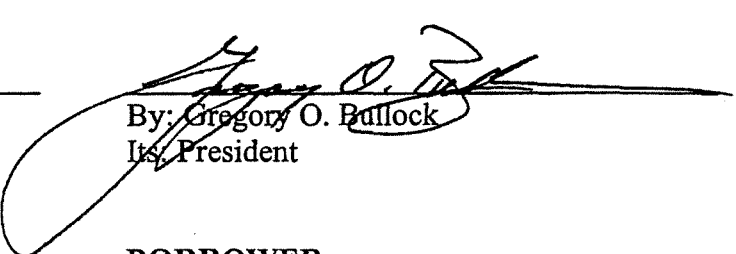

By: Gregory O. Bullock
Its: Authorized Member

BORROWER:

Gregory O. Bullock

BORROWER: (HPDC)

Hunter's Point Development Corporation,
an Idaho corporation


By: Gregory O. Bullock
Its: President

BORROWER:

Jeanette E. Bullock

LENDER:

Hopkins Northwest Fund, L.L.C.

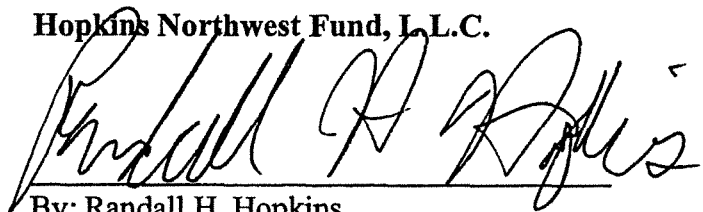

By: Randall H. Hopkins,
Its: Authorized Manager-Member

EXHIBIT NO. 1

Conceptual Plan

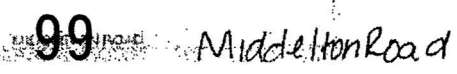


EXHIBIT NO. 2

Initial Advance

EXHIBIT 2
TO THE MASTER CREDIT AGREEMENT
INITIAL DISBURSEMENT

Landscapes Unlimited (Total Invoice \$176,081; \$135,000 paid by Borrower at Closing)	\$41,081.00
OB Sports	\$3,000.00
Golf Project Management Services	\$17,142.28
Bates Golf Design Group	\$11,428.57
Bates Golf Design Group	\$668.61
Land Purchase Nelson property	\$2,633,475.00
Total Initial Disbursement	<u>\$2,706,795.46</u>

Amendment to the Master Credit Agreement

This Amendment dated February 28, 2007 is by and between, Hunter's Point Golf Community, LLC, an Idaho limited liability company, Hunter's Point Development Corporation, an Idaho Corporation, and Gregory O. Bullock, and Jeanette E. Bullock, (collectively, (Borrower), jointly and severally and Hopkins Northwest Fund L.L.C., and Idaho Limited Liability Company "as trustee for the benefit on a parity for all Series "NW" Debenture Holders" (Lender).

Recitals:

1. Borrower executed a Master Credit Agreement, Promissory Note, Deed of Trust & Security Agreement, along with other loan documents all dated August 14, 2006 ("Loan").
2. The Master Credit Agreement states the Royal Ridge Lot Release Fee is \$45,000/lot from the last 7 lots.
3. Borrower desires an adjustment of the Royal Ridge Lot Release structure.
4. On February 14, 2007 Hopkins Loan Services received and accepted, based on a verbal agreement with borrower, \$21,694.76 for Lot 14 of Royal Ridge.
5. Lot 2, 3, 4, 12, 15, & 16 of Royal Ridge ("Lots") are the remaining lots in this subdivision Lender will receive lot release payments upon their sale.
6. Prior to the sale of Lot 14 of Royal Ridge the estimated loan balance of Regal Bank was \$398,000.00. Regal Bank requires 85% of sales price for lot release.

Now Therefor, for, and in consideration of the foregoing premises, and the mutual covenants and conditions hereinafter contained, the undersigned parties agree as follows:

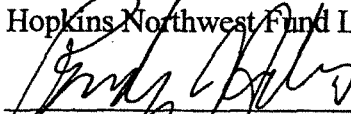
1. Lender will release the remaining Royal Ridge lots as follows:
 - a. Any Lot that is currently encumber by a first position loan to Regal Bank, Lender will receive 100% of the proceeds of the sale amount, including Contract deposit or escrow amount held by Borrower as the seller or by the title company, but after first position loan, real estate commission, and developer fee is paid, but shall not be in an amount less then \$14,000.00. Borrower has estimated an additional 1.5-2 lot sales for the repayment of the Regal Bank loan. In the event the entire 85% of sales price is not required for the final payment to Regal Bank, Lender will limit the release amount to no more than \$75,000.
 - b. Upon the repayment of the Regal Bank Loan, Lender will be in first position and the remaining Royal Ridge lot release shall be \$315,000 less amount paid for lot releases of all Royal Ridge Lots including Lot 14, divided by the remaining lots to be released from Royal Ridge. (Ex., \$315,000 - lot 14 \$21,694.76- (next lot sale) \$22,000- (3rd lot sale) \$75,000= \$196,305.24 / 4 remaining lots = \$49,076.31 per lot.) This amount does not include reconveyance, processing, of payment penalty fees, which may be added to the release amount.



2. All Lots Release amounts received by lender from Royal Ridge shall total no less than \$315,000. In the event on the last Lot closing the total amount does not equal \$315,000 any shortfall shall be due to Lender on this final lot for the release.
3. Upon Lender receipt of Royal Ridge lot release funds totaling \$315,000 any remaining encumbered Royal Ridge lots will be released.
4. All other terms and condition of the Promissory Note, Mortgage, Payment Reserve & Expense Account Agreement, and all other loan documents shall remain the same.

Lender:

Hopkins Northwest Fund LLC


By: Randy Hopkins, Member Manager

Borrower:

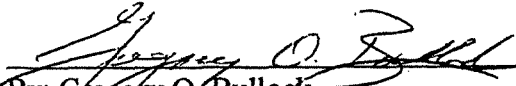
Hunter's Point Golf Community, LLC


By: Greg Bullock

Hunter's Point Development Corporation


By: Greg Bullock

Individually:


By: Gregory O. Bullock


By: Jeanette E. Bullock

AMENDMENT TO THE MASTER CREDIT AGREEMENT &
ASSIGNMENT OF CONTRACT

This agreement made 6/19, 2007 (Effective Date) by and between Hunter's Point Development Corporation, an Idaho Corporation, Hunter's Point Golf Community, LLC, an Idaho Limited Liability Company, Gregory O. Bullock and Jeanette E. Bullock (Borrower) and Hopkins Northwest Fund LLC, an Idaho Limited Liability Company (Lender).

Recitals:

- A. Borrower has executed and Assignment of Contract (Assignment) dated August 14, 2006 assigning the Real Estate and Purchase and Sale Agreement dated 5/15/2006 from seller Edward and Grace Shank (Shank Assignment) along with all future contracts of the premises, all amendments, extensions, and renewals of the contract, and all sums heretofore paid by assignor pursuant to the contract.
- B. Borrower has executed a Note, Deed of Trust and Master Credit Agreement along with other loan documents all dated August 14, 2007 to Hopkins Northwest Fund (lender) naming the Shank Assignment, Hunter's Point Subdivision and Golf Course property, plus additional items as security to a \$12.4M loan, loan number N06-2380.
- C. The Master Credit Agreement section 7.7 Release of All Collateral Security states "Upon full satisfaction of all sums due and owing upon the Loan, Lender shall promptly release all remaining collateral security, including, but not limited to, the collateral security described in Section 2.4 of this Agreement."
- D. Borrower has executed a Note and Deed of Trust in the amount of \$407,500 of even date of this Agreement to Hopkins Northwest Fund (lender) naming the Shank Assignment, Hunter's Point Subdivision and Golf Course property as security, loan number N07-2565.

Agreements:

- A. Section 7.7 of Master Credit Agreement shall be amended to allowing the Assignment to remain assigned to Hopkins Northwest Fund as security of the loan number N07-2565. The assignment will be released upon both loans being paid in full.
- B. Upon borrower's execution of the Shank Option lender shall have a 3rd position deed of trust behind loan number N07-2565 and a loan in the amount of option price paid by borrower.

BORROWER:

Hunter's Point Development Corporation, an Idaho Corporation


By: Gregory O. Bullock, President


BORROWER:

Hunter's Point Golf Community, LLC, an Idaho Limited Liability Company


By: Gregory O. Bullock, Member

BORROWER:


Gregory O. Bullock


Jeanette E. Bullock

LENDER:

Hopkins Northwest Fund, LLC, an Idaho Limited Liability Company "as trustee for the benefit on a parity for all Series "NW" Debenture Holders"



PROMISSORY NOTE

\$12,430,000.00

Date: August 14, 2006

FOR VALUE RECEIVED, the undersigned, Hunter's Point Golf Community, LLC, an Idaho limited liability company, Hunter's Point Development Corporation, an Idaho corporation, and Gregory O. Bullock and Jeanette E. Bullock, (collectively "Maker"), promise to pay to the order of Hopkins Northwest Fund, LLC, an Idaho limited liability company, ("Lender"), the principal sum of Twelve Million Four Hundred Thirty Thousand and NO/100 Dollars, (\$12,430,000.00), with interest on the outstanding balance from the date hereof at the rate hereinafter provided.

1. Disbursement Of Loan Proceeds: The Loan proceeds include a reserve for interest, ("Interest Reserve"), in the sum of One Million Seven Hundred Thirty Thousand and No/100 Dollars (\$1,730,000.00). Periodic disbursement of the loan proceeds, including but not limited to the Interest Reserve, shall be made in accordance with, and subject to, the terms and conditions of the Loan Documents. The terms "Loan" and "Loan Documents" are defined by the Master Credit Agreement of even date herewith. Capitalized terms not defined herein shall have the same meaning as defined terms in the Master Credit Agreement. In no event shall the outstanding principal balance of this Note exceed the sum of Seven Million Eight Hundred Thousand and NO/100 Dollars (\$7,800,000.00).

2. Payment schedule and terms. Principal and interest shall be paid as follows:

(a) **Interest:** The sum of closing costs financed and loan disbursements, when made, shall bear interest at the initial rate of fifteen percent (15.00%) per annum ("Interest Rate"), and which Interest Rate shall be adjusted on January 1, 2009, and on January 1st of each year thereafter based on the changes in an independent index which is the Prime Rate ("Prime Rate" shall mean the published rate quoted on the day prior to adjustment obtained from the "Money Rates" Listing of the Western Edition of the Wall Street Journal), plus six and three-quarters percent (6.75%), per annum; provided, however, that the interest rate on this Note will never be lower than fifteen percent (15%) per annum.

(b) **Payments:** Interest shall be paid in monthly installments commencing on the 28th day following the date on which initial funding of the Loan occurs (which funding is anticipated to occur in August, 2006), ("Payment Date"), and continuing on the 28th day of each consecutive month thereafter until August 9, 2011 ("Maturity Date"), at which time the entire unpaid balance of principal and accrued interest shall be due and payable in full.

(c) **Interest Reserve:** To the extent of available funds, interest accruing from and after the date of this Note shall be paid monthly from the Interest Reserve.



(d) **Required Principal Reduction Payments:** In addition to the foregoing interest payments, principal reduction payments shall be due and payable in accordance with the following schedule:

November 20, 2006:	\$2,000,000.00
March 20, 2007:	\$1,000,000.00
July 20, 2007:	\$1,000,000.00
December 20, 2007:	\$ 500,000.00
March 20, 2008:	\$ 500,000.00
August 20, 2008:	\$1,000,000.00
December 20, 2008:	\$1,000,000.00
June 20, 2009:	\$1,000,000.00
December 20, 2009:	\$1,000,000.00
June 20, 2010:	\$1,000,000.00
December 20, 2010:	\$1,000,000.00
Maturity Date:	Entire remaining balance

(e) **Late Charges:** Maker agrees to pay a late charge equal to 7.00% of any installment payment received by the Lender more than 10 days after its due date for the purpose of defraying the administrative expense incident to handling such delinquent payments. Maker acknowledges that the exact amount of such administrative expense would be difficult to calculate and that such late charge represents a reasonable estimate of a fair compensation for the additional expense incurred by reason of such late payments.

(f) **Place of Payment:** Maker shall pay all sums due hereunder at Hopkins Loan Services, P.O. Box 670, Meridian, ID, 83680 or such other place as the lawful holder hereof may hereafter direct in writing.

(g) **Application of Payments:** Any payments, including partial payments and prepayments, shall be applied first to the late charges then due, then to interest accrued, then to principal reduction fees applicable, and any remaining amount shall then be applied to unpaid principal.

(h) **Interest added to Principal:** In the event of default, any interest that is then due shall be added to principal as of the date of default, and any interest that thereafter accrues, and is not paid when due, shall be added to principal as of the last day of the month in which such interest accrues, said principal (including the added interest) shall thereafter bear interest at the current interest rate being charged under this Note.

(i) **Principal Reduction Fees:** In addition to all interest then due, Maker shall pay a principal reduction fee equal to two percent (2%) of any principal reduction payment made, including, but not limited to, the required principal reduction payments set forth above.

3. **Security:** This Note is secured by a Deed of Trust of even date herewith

encumbering certain real property (the "Property") located in Canyon County, State of Idaho, together with certain appurtenant water rights and personal property, all of which is more fully described in the Loan Documents.

4. **Due-on-Sale - Assumption:** In the event the Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed or alienated by the operation of law or otherwise, (excluding individual Lot sales as contemplated by the Loan Documents), all obligations under this Note irrespective of the Maturity Date expressed herein, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable.

5. **Acceleration:** Should any default be made in the payment of any installment when due hereunder and is not cured as provided in the Loan Documents, or in the performance of any provision or condition contained in this Note, or in the Loan Documents and such provision or condition is not cured as provided in the Loan Documents, the whole sum of principal and interest shall become immediately due and payable at the option of the Lender hereof.

6. **Default:** The occurrence of any one or more of the following events, if not cured as provided herein or in the Loan Documents, shall be a default of this Note:

- (a) any amount owing under this Note is not received within 10 days of the due date, or
- (b) a default under any other provision of this Note, or
- (c) a default under any provision or condition of the Deed of Trust securing this Note,
- (d) a default under any provision or condition of the Loan Documents, or
- (e) a breach of any representation or warranty under the Loan Documents, or
- (f) a default in the payment or other compliance with any provision of a note and/or a security document relating to an obligation which is senior in priority to any security interest securing this Note, or
- (g) a default in any other obligation owing by the Maker to the Lender of this Note, whether now existing or hereafter arising.

7. **Expenses:** The undersigned agrees to pay on demand all reasonable expenses of collecting and enforcing this Note and any guarantee or collateral securing this Note, including, without limitation, expenses and fees of legal counsel, court costs, and the cost of appellate proceedings, and any other legal fees associated with the collection of sums due under this Note and/or any judgment entered, and until all sums due are collected, including expenses authorized under this provision.

8. **Advances for Protection of Security:** In addition to all other sums due hereunder, Maker agrees to pay on demand, all sums advanced pursuant to the Loan Documents, or which, in the reasonable judgment of the Lender, are necessary to protect the security granted in connection with this Note. These expenses may include, but are not limited to, securing or maintaining the property, tax advances, utility advances, foreclosure costs and expenses, appraisal, recording fees, and attorney fees. Such sums, if not paid on demand, shall accrue interest at the Interest Rate from the date of such expenditures until paid.

9. **Maker Waivers:** The undersigned waives presentment for payment, demand, protest, notice of dishonor, and notice of protest and of non-payment.

10. **Delay, Waiver:** The failure or delay of the Lender of this Note in exercising any of its rights hereunder in any other instance shall not constitute a waiver thereof in that or any other instance. The Lender of this Note may not waive any of its rights except by an instrument in writing signed by the holder.

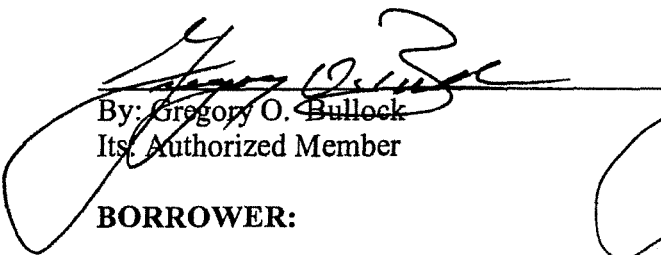
11. **Additional Terms:** To the extent the same are not in conflict herewith, this Note shall be governed by the terms and conditions of the Loan Documents. Any term of the Loan Documents which conflicts with the terms of this Note shall be subordinate to the terms hereof.

12. **Governing Law, Interpretations:** This Note and the obligations of the undersigned shall be governed by and construed in accordance with the law of the State of Idaho. The paragraph headings are for convenience only, and are not to be considered terms of this Note.

In Witness whereof the undersigned Makers execute this Note on this 14 day of August, 2006.

BORROWER: (HPGC)

Hunter's Point Golf Community, LLC,
an Idaho Limited liability company


By: Gregory O. Bullock
Its Authorized Member

BORROWER:

Gregory O. Bullock

BORROWER: (HPDC)

Hunter's Point Development Corporation,
an Idaho corporation


By: Gregory O. Bullock
Its President

BORROWER:

Jeanette E. Bullock


PROMISSORY NOTE - Page 4 of 4



Nob. 2380
Hunter's Point
Please Scan

AMENDMENT TO PROMISSORY NOTE, SECURITY INSTRUMENTS,
and MASTER CREDIT AGREEMENT

THE PARTIES hereto are the following:

Hunter's Point Development Corporation, an Idaho Corporation, Hunter's Point Golf Community, LLC, an Idaho Limited Liability Company, and Gregory O. Bullock and Jeanette E. Bullock, husband and wife, hereinafter referred to as "Borrowers";

AND, Hopkins Northwest Fund, LLC, an Idaho Limited Liability Company "as trustee for the benefit on a parity for all Series "NW" Debenture Holders", hereinafter referred to as "Lender";

AGREEMENT: The parties hereto hereby enter into this agreement (herein called this amendment) and hereby mutually agree as follows:

EFFECTIVE DATE: June 8, 2007. The foregoing date is the "effective date" of this amendment even though one or both parties signed this amendment before or after such date.

SUBJECT CONTRACTS. The Borrowers and the Lenders entered into that certain contract entitled "Promissory Note" and "Master Credit Agreement" (herein called subject contract) and dated August 14, 2006 secured by that certain Deed of Trust or Mortgage along with a "Security Agreement" and "UCC-1 Lien" of even date protecting that collateral described as:

Golf Course- Clubhouse (Parcel 9)
Overflow Parking lot (Parcel 6)
Golf Course Holes 8&9 (Parcel 3)
Holes 11-16 (Parcel 1)
Holes 10,17,18 (Parcel 2)
The West Portion of South Basin (Parcel 11)
Circling Raven (Parcel 15),
Circling Raven RP Lot (Parcel 15A)
Golf Course Holes 1,2,6&7 (Parcel 4)
North Slope (Parcel 10)
South Slope (Parcel 14)
Monarch Slope (Parcel 13)
The East Portion of South Basin
Heron II (Parcel 17)
Golf Course Holes 3,4,&5 (Parcel 5)
Circling Raven Apartments (Parcel 15a)
Royal Ridge (Parcel 16)
Road Right of Ways (Parcel 1a, 2a, 3a)



Assignment of LLC interest in Board Creek, LLC of 11 acres near Midway and Orchard as referred to in Title One's title commitment #C0615433

Page 1 of 7

Sunrise Crossing unsold Lots (Parcel)
as referred to in Title One's title commitment # C0615706

Shank Option for The Rim, Lookout Ridge, & Lookout Basin
As referred to in title commitment by Title One#C0615706

Assignment of LLC interest in Bullock-King and B&F Inc of the Thuesson Contracted property as referred to in Title One's title commitment # C0615698

BASIS OF THIS AMENDMENT. Each party hereby separately represents, warrants and agrees as follows:

1. The Borrower's:

- a. Are in need of additional funds to make construction payments on the golf course which is included in the above stated collateral. The required funds will exceed the maximum principal balance of \$7,800,000.00.
- b. Current balance as of June 15, 2007 is \$7,674,313.87.
- c. Current Loan Payment is interest only and the next monthly payment is due June 28, 2007.
- d. Current interest rate is 15% per annum.

AMENDMENTS:

The foregoing provisions of this amendment are binding representations, warranties, and agreements of the parties and are not mere recitals.

The borrower has requested a draw in the amount of:

- a. \$789,644.74 from the construction reserve for payment.
- b. \$100,000.00 (estimated figure) from the interest reserve account for June 28th, 2007 interest payment.
- c. \$39,144.00 (4.4 points) is paid to Hopkins Financial Services for allowing and amending the loan above the maximum principal balance. The \$39,144 shall be drawn from construction reserve. Borrower selects CONSTRUCTION construction line item to make these funds available for this fee.

1. The Lender hereby agrees to advance the following described draw and allow the maximum principal balance to increase to \$8,604,000.00 until August 20th, 2007. On or before August 20th, 2007 the borrower is obligated to reduce the balance on said loan to original \$7.8 million or less.

2. Borrower has entered into a Sale and Purchase Agreement dated 05/17/2007, for the sale of Elk Basin (which includes- South Slope, Monarch Slope & South Basin). Lender will require \$3,173,250 for the release of Elk Basin to paid as follows:

- a. \$200,000 non-refundable deposit money to be paid to Hopkins Northwest Fund upon borrower's receipt on or before July 10th, 2007. These funds will be placed into suspense and used for interest payments and;
- b. Upon closing \$2,973,250 to be paid and applied to the loan.

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3. Upon payment and reduction of the principal loan balance below \$7.8 Million, the maximum principal balance of \$7.8 Million will be reinstated.

4. Lender understands there is a 30 day due diligence period by the buyer and that they may not proceed with the transaction. Borrower understands they are obligated to pay balance down on or before August 20th, 2007 to \$7.8 million, whether this above stated transaction closes or not.

5. In the event the balance is not \$7.8M on or before August 20th, 2007 the lender will not advance any additional construction funds and/or interest reserve-interest payments, nor will lender be obligated to subordinate to any debt or release any portion of the security.

6. Subordination Agreement of the Master Credit Agreement Section 6 shall be amended as follows:

- Circling Raven (64) \$25,000/lot or \$1,600,000 or 70% of development cost whichever is less
- Lookout Basin (34) \$15,000/lot or \$510,000 or 70% of development cost whichever is less
- The Rim (15) \$15,000/lot or \$225,000 or 70% of development cost whichever is less
- The Rim(40) \$40,000/lot or \$1,600,000 or 70% of development cost whichever is less
- Lookout Ridge(88) \$7500/unit or \$660,000 or 70% of development cost whichever is less
- The Rim West(15) \$40,000/lot or \$600,000 or 70% of development cost whichever is less
- Monarch(15) \$30,000/lot or \$450,000 or 70% of development cost whichever is less
- South Basin(34) \$20,000/lot or \$680,000 or 70% of development cost whichever is less
- South Slope(40) \$20,000/lot or \$800,000 or 70% of development cost whichever is less

The above subordination shall remain in effect until loan is paid in full. In addition, this subordination will only be granted to borrower and development lender if and only if borrower provides proof that borrower has the 30% of the development costs covered, i.e. if Circling Raven costs \$2.3 million including off site costs, the borrower as per this subordination agreement would have to prove to lender (subject to lenders satisfaction) that they have the \$700,000 to cover the 30% not covered by said subordination loan.

7. Partial Release agreement of phases shall require the minimum principal reductions described below or 80% of the sales price of each phase whichever is greater to release said respective phase:

<u>Subdivision</u>	<u>Release Amount of Undeveloped Phase</u>	
-Circling Raven	\$3,200,000	- 64 @ \$50K
-Lookout Basin	\$1,190,000	- 34 @ \$35K
-The Rim (15)	\$750,000	- 15 @ \$50K
-The Rim (40)	\$4,800,000	- 40 @ \$120K
-Monarch	\$900,000	- 15 @ \$60K
-South Basin	\$1,360,000	- 34 @ \$40K
-South Slope	\$1,400,000	- 40 @ \$35K
-Lookout Ridge Condos	\$3,080,000	- 88 @ \$35K
-The Rim West	\$1,800,000	- 15 @ \$120K
-Heron II	n/a	
-North Slope	n/a	
-Royal Ridge	n/a	

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It is understood that what is commonly known as Elk Basin is presently sold and lender, as this document represents, is agreeable to release said property for \$2,973,250. If this closing does not happen or the borrower does not pay this \$2,973,250 on or before August 20th, 2007, the release of Monarch, South Basin, and South Slope will only be released for the amounts stated in the chart directly above this paragraph, which is \$900,000 for Monarch, \$1,360,000 for South Basin, and \$1.4 million for South Slope.

This partial release agreement which allows borrower to sale phases is subject to the buyer of said phase or the borrower proving to lender (subject to lenders satisfaction) that the borrower or the buyers of said phase have the ability to complete the infra-structure for said phase, i.e. through a letter of commitment from the bank financing acquisition of said phase, buyer providing lender with financials that are acceptable to lender, or a letter of credit from borrower or said buyer.

8. The below stated release amounts are assuming that borrower has borrowed development money for respective phase and lender is in subordinate position to said development loan. The lender shall receive the following minimum amounts (dollar or percentage) with each lot sale as described below in the chart. If 1st position development loan that lender has subordinated to is in place, lender will receive a minimum of \$2000 per lot for each lot release or up to 85% to 90% (depending on of the sales price whichever is greater, i.e. if lot is sold for \$100,000 in Circling Raven, and underlying lender is receiving 75% or \$75,000 from said lot sale, lender shall receive 15% or \$15,000 from individual lot sale. When underlying development loan is paid off, the lender will move up to 1st position on said phase and the release amount paid directly to lender is 85% to 90% of sales price or the minimum amount as described below.

<u>Subdivision</u>	<u>Release Amount of Developed Phases</u>
-Circling Raven	90% of sales price or \$89,250 whichever is greater
-Lookout Basin	90% of sales price or \$78,750 whichever is greater
-The Rim (15)	90% of sales price or \$112,000 whichever is greater
-The Rim	90% of sales price or \$112,000 whichever is greater
-Lookout Ridge	90% of sales price or \$40,000 whichever is greater
-The Rim West	90% of sales price or \$112,000 whichever is greater
-North Slope	90% of sales price of on -golf course lots; and 85% of sales price of off-golf course lots; or

-Royal Ridge

\$93,000 whichever is greater
90% of sales price or \$90,000 whichever is greater

If Elk Basis (Monarch, South Slope, and South Basin) does not close on or before August 20th, 2007 the individual mortgage release for each phase will be 90% of sales price. For Monarch a minimum amount of \$100,000/lot, for South Slope \$50,000 per lot minimum, and South Basin \$60,000 per lot minimum release amount.

The only exception to the above stated chart is what is commonly known as Heron 2 which is already developed and lender understands that there is a 1st to Farmers and Merchants, a 2nd to the Millers, and a 50-50 profit sharing arrangement between borrower and the Millers.

While the Farmers and Merchants loan and Miller 2nd are still in place the minimum paid to lender on each lot closing is \$2000 per lot or 90% of net proceeds due to borrower whichever is greater, i.e. if lot is sold for \$100,000 Farmers is taking 65% or \$65,000, the Millers \$12,500, and David Bills approximately \$9000, with closing costs of approximately \$1500 = \$88,000 total, leaving a net of \$12,000 subject to 50-50 profit split with Millers, thus borrower would be due \$6000 times 90% results in lender being paid \$5400 and borrower receiving \$600 net net.

Pg 4 of 7

After Farmers and Merchants is paid off lender shall receive 90% of what is due borrower, i.e. if Farmers is paid off and Millers 2nd is still in place and \$100,000 lot is sold it would result in following, \$12,500 to Millers, \$9000 to Bills, \$1500 to Closing, leaving \$77,000 times 50% equals \$38,500 times the 90% to lender = \$34,650. Borrower net nets \$3850. After both Farmers and Millers are paid off lender will receive 90% of what is due borrower.

OTHER PROVISIONS UNCHANGED. All of the other provisions of the subject contract are and shall remain in full force and effect and are not changed or altered in any respect by this amendment.

LIABILITY - JOINT AND SEVERAL. The liability of all parties hereto who agree herein to perform any provision hereof shall be joint and several.

BINDING EFFECT. The agreements herein apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

SIGNED BY THE BORROWERS:

BORROWER:

Hunter's Point Golf Community, LLC, an Limited Liability Company

By:  Gregory O. Bullock, its authorized member

Hunter's Point Development Corporation, an Idaho Corporation

By: Gregory O. Bullock, its President

Gregory O. Bullock - Personally

Jeanette E. Bullock - Personally

SIGNED BY THE LENDERS:

"Hopkins Northwest Fund, LLC, an Idaho Limited Liability Company "as trustee for the benefit on a parity for all Series "NW" Debenture Holders"

By: ~~Randy Hopkins~~, Member Manager

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STATE OF Idaho, County of Canyon) ss

On this date, before me, the undersigned notary public for such state, personally appeared Gregory O. Bullock, known to me to be the President of Hunter's Point Development Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and seal on 6/21/07

[Signature] Notary Public.

Residing at _____

Commission expires _____

Residing in Star, ID

My Commission Expires 07-09-11



STATE OF Idaho, County of Canyon) ss

On this date, before me, the undersigned notary public for such state, personally appeared Gregory O. Bullock, known to me to be the Member of Hunter's Point Golf Community LLC, the company that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

WITNESS my hand and seal on 6/21/07

[Signature] Notary Public.

Residing at _____

Commission expires _____

Residing in Star, ID

My Commission Expires 07-09-11



STATE OF Idaho, County of Canyon, ss.

On this date, before me, a Notary Public in and for said State, personally appeared Gregory O. Bullock, known to me to be the person(s) who executed this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

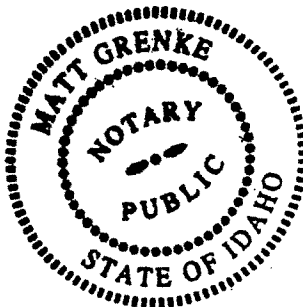
WITNESS my hand and seal on 6/21/07

[Signature] Notary Public.

Residing at _____

Commission expires _____

Residing in Star, ID
My Commission Expires 07-09-11



Pg 6 pf 7

STATE OF Idaho, County of Canyon, ss.

On this date, before me, a Notary Public in and for said State, personally appeared Jeanette E. Bullock, known to me to be the person(s) who executed this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

WITNESS my hand and seal on 6/21/07

[Signature] Notary Public.

Residing at Residing in Star, ID

Commission expires My Commission Expires 07-09-11

STATE OF _____, County of _____) ss



Aaron L. Van Der Aa &

On this date, before me, the undersigned notary public for such state, personally appeared ~~Randy H. Hopkins~~, known to me to be the Member Manager of **Hopkins Northwest Fund, LLC** the company that executed the within instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and seal on 6/27/07

[Signature] Notary Public.

Residing at Boise, ID

Commission expires 2/4/2011

STATE OF Idaho, County of Ada) ss



AMENDMENT TO PROMISSORY NOTE, SECURITY INSTRUMENTS,
and MASTER CREDIT AGREEMENT

Dated: August 22, 2007

THE PARTIES hereto are the following:

Hunter's Point Development Corporation, an Idaho Corporation, Hunter's Point Golf Community, LLC, an Idaho Limited Liability Company, and Gregory O. Bullock and Jeanette E. Bullock, husband and wife, hereinafter referred to as "Borrowers";

AND, Hopkins Northwest Fund, LLC, an Idaho Limited Liability Company "as trustee for the benefit on a parity for all Series "NW" Debenture Holders", hereinafter referred to as "Lender";

AGREEMENT: The parties hereto hereby enter into this agreement (herein called this amendment) and hereby mutually agree as follows:

EFFECTIVE DATE: August 22, 2007. The foregoing date is the "effective date" of this amendment even though one or both parties signed this amendment before or after such date.

SUBJECT CONTRACTS. The Borrowers and the Lenders entered into that certain contract entitled "Promissory Note" and "Master Credit Agreement" (herein called subject contract) and dated August 14, 2006 secured by that certain Deed of Trust or Mortgage along with a "Security Agreement" and "UCC-1 Lien" of even date protecting and Amendment to the Promissory Note that collateral described as:

Golf Course- Clubhouse (Parcel 9)
Overflow Parking lot (Parcel 6)
Golf Course Holes 8&9 (Parcel 3)
Holes 11-16 (Parcel 1)
Holes 10,17,18 (Parcel 2)
The West Portion of South Basin (Parcel 11)
Circling Raven (Parcel 15),
Circling Raven RP Lot (Parcel 15A)
Golf Course Holes 1,2,6&7 (Parcel 4)
North Slope (Parcel 10)
South Slope (Parcel 14)
Monarch Slope (Parcel 13)
The East Portion of South Basin
Heron II (Parcel 17)
Golf Course Holes 3,4,&5 (Parcel 5)
Circling Raven Apartments (Parcel 15a)
Royal Ridge (Parcel 16)
Road Right of Ways (Parcel 1a, 2a, 3a)

PLAINTIFF'S
EXHIBIT

06

1 of 4

Assignment of LLC interest in Board Creek, LLC of 11 acres near Midway and Orchard as referred to in Title One's title commitment #C0615433

Sunrise Crossing unsold Lots (Parcel)
as referred to in Title One's title commitment # C0615706

Shank Option for The Rim, Lookout Ridge, & Lookout Basin
As referred to in title commitment by Title One#C0615706

Assignment of LLC interest in Bullock-King and B&F Inc of the Thuesson Contracted property as referred to in Title One's title commitment # C0615698

BASIS OF THIS AMENDMENT. Each party hereby separately represents, warrants and agrees as follows:

1. The Borrower's:
 - a. Current balance as of August 22, 2007 is \$8,525,488.14. The Maximum loan balance as per the Amendment is \$8,604,000 and does not require lender to advance additional funds beyond August 20, 2007.
 - b. Current Loan Payment is interest only and the next monthly interest payment was due July 28, 2007.
 - d. Current interest rate is 15% per annum.

AMENDMENTS:

The foregoing provisions of this amendment are binding representations, warranties, and agreements of the parties and are not mere recitals.

1. The Lender hereby agrees to advance the following described draw \$50,000 for payroll. \$25,000 to be advanced on August 23, 2007 and the remaining \$25,000 on September 6, 2007.
2. Borrower selects GROW-IN construction line item to make these funds available for this draw.
3. The Lender and Borrower have agreed that these funds will be repaid at 200% of principal draw amount plus an interest rate of 15% per annum on the draw amount only. (Draw Amount \$50,000 = Repayment of \$100,000 + 15%/year on \$50,000 = \$7500 at year 1. Total repayment at the end of 1 year \$107,500.00).
4. This draw does not require the lender to advance any additional funds.

OTHER PROVISIONS UNCHANGED. All of the other provisions of the subject contract are

and shall remain in full force and effect and are not changed or altered in any respect by this amendment.

LIABILITY - JOINT AND SEVERAL. The liability of all parties hereto who agree herein to perform any provision hereof shall be joint and several.

BINDING EFFECT. The agreements herein apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

SIGNED BY THE BORROWERS:

BORROWER:

Hunter's Point Golf Community, LLC, an Idaho Limited Liability Company

By: Gregory O. Bullock, its authorized member

STATE OF Idaho, County of Canyon) ss

On this date, before me, the undersigned notary public for such state, personally appeared Gregory O. Bullock, known to me to be the Member of Hunter's Point Golf Community LLC, the company that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

WITNESS my hand and seal on 8-23-07.

K. K. Rose Notary Public.

Residing at Nampa ID
Commission expires _____

MY COMMISSION EXPIRES
June 16, 2012

BONDED THRU NOTARY PUBLIC UNDERWRITERS

Hunter's Point Development Corporation, an Idaho Corporation

By: Gregory O. Bullock, its President

STATE OF Idaho, County of Canyon) ss

On this date, before me, the undersigned notary public for such state, personally appeared Gregory O. Bullock, known to me to be the President of Hunter's Point Development Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and seal on 8-23-07.

K. K. Rose Notary Public.

Residing at Nampa
Commission expires _____

MY COMMISSION EXPIRES
June 16, 2012

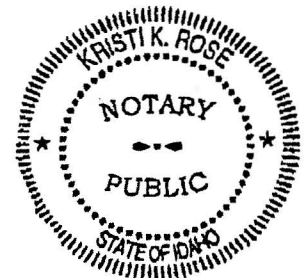
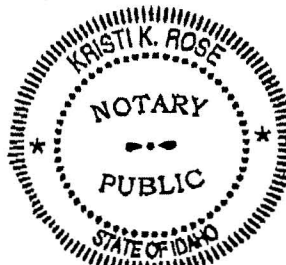
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Gregory O. Bullock - Personally

STATE OF Idaho, County of Canyon) ss.

On this date, before me, a Notary Public in and for said State, personally appeared Gregory O. Bullock, known to me to be the person(s) who executed this instrument.

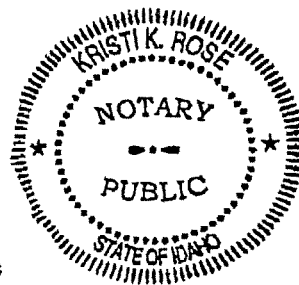
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



WITNESS my hand and seal on 8-23-07.

K. Rose Notary Public.
 Residing at Nampa ID.
 Commission expires _____

MY COMMISSION EXPIRES
 June 16, 2012
 BONDED THRU NOTARY PUBLIC UNDERWRITERS



Jeanette E. Bullock
 Jeanette E. Bullock - Personally

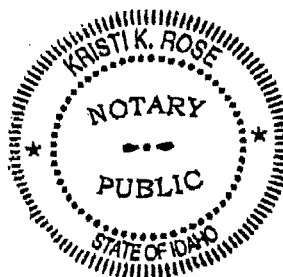
STATE OF Idaho, County of Canyon, ss.

On this date, before me, a Notary Public in and for said State, personally appeared Jeanette E. Bullock, known to me to be the person(s) who executed this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

WITNESS my hand and seal on 8-23-07.

K. Rose Notary Public.
 Residing at Nampa ID.
 Commission expires MY COMMISSION EXPIRES
 June 16, 2012
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

**SIGNED BY THE LENDERS:**

"Hopkins Northwest Fund, LLC, an Idaho Limited Liability Company "as trustee for the benefit on a parity for all Series "NW" Debenture Holders"

By: Randy Hopkins, Member Manager

STATE OF _____, County of _____) ss

On this date, before me, the undersigned notary public for such state, personally appeared Randy H. Hopkins, known to me to be the Member Manager of Hopkins Northwest Fund, LLC the company that executed the within instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and seal on _____.

 _____ Notary Public.
 Residing at _____
 Commission expires _____
 STATE OF _____, County of _____) ss

60615433

WHEN RECORDED RETURN TO:

Hopkins Financial Services, Inc.
910 E. Carol Street
Meridian, ID 83642
ATTN: Beth Engroff

DEED OF TRUST
AND
SECURITY AGREEMENT

REQUEST
TYPE *141*
FEE *141*
TITLEONE
BY *WUC*
CANYON
2006 AUG 11 PM 4
R-0-5-0-0

THIS DEED OF TRUST AND SECURITY AGREEMENT, ("Deed of Trust"), is made as of the 14th day of August, 2006, by and among HUNTER'S POINT GOLF COMMUNITY, LLC, an Idaho limited liability company, HUNTER'S POINT DEVELOPMENT CORPORATION, an Idaho corporation, GREGORY O. BULLOCK and JEANETTE E. BULLOCK, husband and wife, (jointly "Grantor"), whose address is 504 Bayhill Drive, Nampa, Idaho 83686; TITLEONE CORPORATION, ("Trustee"), whose address is 310 12TH Avenue, Nampa, Idaho 83686; and HOPKINS NORTHWEST FUND, L.L.C., an Idaho limited liability company, ("Beneficiary"), whose address is 910 E. Carol Street, Meridian, Idaho 83642.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness acknowledged, Grantor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the real property, located in the County of Canyon, State of Idaho, described in Exhibit "A" attached hereto and by this reference incorporate herein, (the "Property");

(For purposes of compliance with Idaho Code §45-1502(5), Grantor acknowledges that the Property is located within the incorporated city limits of the City of Nampa, Idaho).

TOGETHER WITH, all leasehold estate, right, title and interest of Grantor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Grantor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payment of similar nature;

TOGETHER WITH, all right, title and interest of Grantor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH, all interests, estate or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the Property;

DEED OF TRUST 2 - IDAHO
July 31, 2006



TOGETHER WITH, all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH, all water rights appurtenant to the Property or utilized in connection therewith, and all shares of stock evidencing the same, including but not limited to those water rights evidenced by Idaho Department of Water Resource License Nos. 63-3028, 63-8498, 63-11505, 63-3066, 63-3067, Domestic Right Nos. 63-28226 and 63-28120, together with all water rights in (i) the Boise-Kuna Irrigation District, including, but not limited to, Assessment No. BK119 for 25.6 acres, and (ii) the Nampa-Meridian Irrigation District, including, but not limited to, Assessment No. 2063B- for 43.13 acres, (collectively "Water Rights").

TOGETHER WITH, all right, title and interest of Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and other land adjacent to or used in connection with the Property;

TOGETHER WITH, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements (the "Improvements");

TOGETHER WITH, all right, title and interest of Grantor in and to all tangible personal property (the "Personal Property"), owned by Grantor and now or at any time hereafter located on or at the Property or used in connection therewith, including, but not limited to: all building materials and supplies, Plans (as defined by the Master Credit Agreement of even date herewith), water rights associated with the Property to the extent the same are considered personalty, permits, consents, approvals, licenses, authorizations and other rights granted by, given by, or obtained from any governmental entity with respect to the Property, all deposits or other security now or hereafter made with or given to utility companies by Borrower with respect to the Property; all advance payments of insurance premiums made by Borrower with respect to the Property, all insurance proceeds, and all Common Area Contract Proceeds (as defined by the Master Credit Agreement);

TOGETHER WITH, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Grantor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate, including without limitation any awards resulting from a change of grade of streets and awards for severance damages; and

TOGETHER WITH, all right, title, and interest of Grantor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, any of the property described herein above, hereafter acquired by, or released to Grantor or constructed, assembled or placed by Grantor on the above described real property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further grant, conveyance, assignment or other act by Grantor, the same shall become part of the Property and Improvements secured by this Deed of Trust as fully and completely and with the same effect as though now owned by Grantor and specifically described in the

granting clause hereof, to have and to hold the same to Trustee and the successors, heirs, executors, administrators or assigns of Trustee forever; and

The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate."

To the extent that the Trust Estate consists of fixtures, personal property or other property in which a security interest may be granted under the Idaho Uniform Commercial Code, this Deed of Trust shall constitute a Security Agreement, and Grantor hereby grants to Beneficiary a security interest in such property. In the event of a default hereunder, Beneficiary may exercise its rights and remedies under the Idaho Uniform Commercial Code or any rights and remedies hereunder with respect to such property.

FOR THE PURPOSES OF SECURING:

A. The payment of all present and future loan disbursements made by Lender in connection with the indebtedness evidenced by that certain promissory note of even date herewith in the original principal amount of Twelve Million Four Hundred Thirty Thousand and No/100 Dollars (\$12,430,000.00), executed by Grantor in favor of Beneficiary, with final payment due August 9, 2011, and any extensions, renewals or modifications thereof (the "Note"), together with the interest thereon and any other charges as provided by the Note.

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon during the loan period at the rate, terms and conditions specified in the Note.

C. Payment of all other sums, with interest thereon, which may hereafter be loaned to Grantor, or its successors or assigns, by Beneficiary, when evidenced by a note or notes reciting that they are secured by this Deed of Trust.

D. Performance of Grantor's obligations and agreements contained in Grantor's loan application and the loan commitment issued by Beneficiary and executed by Grantor, and any such application and commitment between Grantor and any assignee of Beneficiary, which loan is secured hereby, and any modification or amendment thereof.

This Deed of Trust, the Note, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Documents."

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Grantor HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1
COVENANTS AND AGREEMENTS OF GRANTOR

1.1 WARRANTY OF TITLE. Grantor warrants that Grantor holds good and marketable title

in fee simple to the Property and that the title to all the Trust Estate is clear, free and unencumbered, and Grantor shall forever warrant and defend the same to Beneficiary, against all claims whatsoever, except only as to those matters shown on Exhibit "B" attached hereto and incorporated herein by reference. Grantor agrees that any greater title to the Trust Estate hereafter acquired by Grantor during the term hereof shall be subject to the lien of this Deed of Trust. In addition, Grantor warrants that Grantor has the right to execute and deliver this Deed of Trust and has the right, power and authority to grant the security interest and to make the covenants made by Grantor herein.

1.2 DEFENSE OF TITLE. Grantor agrees to protect, preserve and defend its interest in the Trust Estate and title thereto; to defend this Deed of Trust in any action or proceeding affecting or purporting to affect the Trust Estate, the lien of this Deed of Trust thereon, and any of the rights of either Trustee or Beneficiary hereunder, and to pay all costs and expenses incurred by either Trustee or Beneficiary in connection with any such action or proceeding, including cost of evidence of title and reasonable attorneys' fees, whether any action or proceeding progresses to judgment and whether brought by or against Trustee or Beneficiary.

1.3 PAYMENT OF SECURED OBLIGATIONS. Grantor agrees to pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Documents, and the principal of, and interest on, any future advances secured by this Deed of Trust.

1.4 MAINTENANCE, REPAIR, ALTERATIONS. Grantor shall keep the Trust Estate in good condition and repair and shall not remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements. Grantor shall complete promptly and in a good and workmanlike manner any building or other improvement which may be constructed on the Property and shall promptly restore in like manner any Improvements which may be damaged or destroyed thereon and shall pay when due all claims for labor performed and materials furnished in connection therewith. Grantor shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements. Grantor shall not commit or permit any waste or deterioration of the Trust Estate, nor commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation. Grantor shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold.

1.5 REQUIRED INSURANCE. Grantor shall at all times provide, maintain and keep in force the following policies of insurance:

1.5.1. Public Liability Insurance upon the Property, naming Beneficiary, and any other lending institutions identified by Beneficiary, as additional insured(s), with such limits as may from time to time be required by Beneficiary, but in any event such limits shall be not less than \$2,000,000.00 for personal injury and death, and \$500,000.00 for property damage;

1.5.2 Insurance against loss or damage to all Improvements and the Personal Property, now existing or hereafter constructed, by fire and any of the risks covered by insurance of the type now

known as "fire and extended coverage" in an amount not less than the full replacement cost of the Improvements (exclusive of the cost of excavation, foundations, and footings below the lowest basement floor) and the Personal Property, whichever is greater; and with not more than \$10,000.00 deductible from the loss payable for any casualty. The policies of insurance carried in accordance with this Section 1.5.1 shall contain the "Replacement Cost Endorsement";

1.5.3 During the course of any construction or repair of Improvements on the Property, comprehensive public liability insurance (including coverage for elevators and escalators, if any, on the Trust Estate and, if any construction of new Improvements occurs after execution of this Deed of Trust, completed operations coverage for two years after construction of the Improvements has been completed) on an "occurrence basis" against claims for bodily injury, death or property damage occurring on, in or about the Trust Estate and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to a limit of not less than that required by Beneficiary with respect to personal injury or death to any one or more persons or damage to property;

1.5.4 During the course of any construction or repair of Improvements on the Property, workmen's compensation insurance (including employer's liability insurance, if requested by Beneficiary) for all employees of Grantor engaged on or with respect to the Trust Estate in such amount as is reasonably satisfactory to Beneficiary, or, if such limits are established by law, in such amounts;

1.5.5 During the course of any construction or repair of Improvements on the Property, builder's completed value risk insurance against "all risks of physical loss," including collapse and transit coverage, during construction of such Improvements, with deductibles not to exceed \$10,000.00, in non-reporting form, covering the total value of work performed and equipment, supplies and materials furnished. Said policy of insurance shall contain the "permission to occupy upon completion of work or occupancy" endorsement;

1.5.6 Such other insurance, and in such amounts, as may from time to time be required by Beneficiary against the same or other hazards.

All policies of insurance required by the terms of this Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy, notwithstanding any act or negligence of Grantor which might otherwise result in forfeiture of said insurance, and the further agreement of the insurer waiving all rights of setoff, counterclaim or deductions against Grantor.

1.6 DELIVERY OF POLICIES, PAYMENT OF PREMIUMS.

1.6.1 All policies of insurance shall be issued by companies and in amounts satisfactory to Beneficiary. All policies of insurance shall have attached thereto a Lender's loss payable endorsement for the benefit of Beneficiary in form satisfactory to Beneficiary. Grantor shall furnish Beneficiary with an original policy of all policies of required insurance. In lieu of the actual policy, the issuing company may provide to Beneficiary a copy certified as follows: "This is a true and certified copy of the policy prepared for Hopkins Northwest Fund, L.L.C." If Beneficiary consents to Grantor providing any of the required insurance through blanket policies carried by Grantor and covering more than one location, the Grantor shall

furnish Beneficiary with a Certificate of Insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Grantor shall furnish Beneficiary with evidence satisfactory to Beneficiary of the payment of the premium and the re-issuance of a policy continuing insurance in force as required by this Deed of Trust. All such policies shall contain a provision that such policies will not be canceled or materially amended, which shall include any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Beneficiary.

1.6.2 In the event Grantor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary, the policies of insurance required by this Section, Beneficiary may procure such insurance or single-interest insurance for such risks covering Beneficiary's interest, and Grantor will pay all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Grantor, the amount of all such premiums together with interest thereon at the rate as set forth in the Note shall be secured by this Deed of Trust. At the request of Beneficiary, Grantor shall deposit with Beneficiary in monthly installments, an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust. Grantor further agrees, upon Beneficiary's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements or other documents, and providing Grantor has deposited sufficient funds with Beneficiary pursuant to this Section 1.6, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Grantor and Grantor shall immediately deposit an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 1.6. Beneficiary may commingle said reserve with its own funds and Grantor shall not be entitled to any interest thereon.

1.7 INSURANCE PROCEEDS.

1.7.1 Following the occurrence of any casualty to the Property or Improvements, or any part thereof, Grantor shall give prompt written notice thereof to Beneficiary, and Beneficiary may make proof of loss if not made promptly by Grantor. In the event of such loss or damage, all proceeds of insurance shall be payable to Beneficiary, and Grantor hereby authorizes and directs any affected insurance company to make payment of such proceed directly to Beneficiary. Beneficiary is hereby authorized and empowered by Grantor to settle, adjust or compromise any claims of loss, damage or destruction under any policy or policies of insurance.

1.7.2 In the event of any damage or destruction of the Improvements, Beneficiary shall have the option, in its sole discretion, to apply all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, (ii) to the restoration of the Improvements, or (iii) to Grantor. Notwithstanding the preceding, Beneficiary agrees to permit Grantor to utilize any such insurance proceeds to repair and restore the Improvements provided and on the condition that:

(a) all insurance proceeds shall be paid to and received by Beneficiary and held by Beneficiary in a non-interest bearing account (the "Restoration Account");

(b) Grantor shall not be in default hereunder, under the Note or under any other instrument or document securing the Note; and

(c) Beneficiary shall determine, in its sole judgment, that utilizing the insurance proceeds to restore or repair the Improvements will generate sufficient net operating income to provide a 1.15:1 debt coverage ratio.

1.7.3 Upon the satisfaction of the preceding conditions (a) through (c), Grantor, at its expense, shall promptly prepare all plans and specifications necessary for the restoration or repair of the damaged Improvements and submit the same to Beneficiary together with evidence acceptable to Beneficiary setting forth the total expenditure needed for such restoration or repair based upon a fixed price contract with a reputable builder and covered by performance and labor and material payment bonds. The plans and specifications and all other aspects of the proposed restoration or repair shall be subject to Beneficiary's prior approval which approval shall not be unreasonably withheld. In the event the insurance proceeds held by Beneficiary in the Restoration Account are insufficient to complete the repair and restoration, prior to commencement of restoration or repair, Grantor shall deposit with Beneficiary in the Restoration Account an amount equal to the difference between the amount then held by Beneficiary in the Restoration Account and the total contract price for the restoration or repair. Grantor may commence restoration or repair to the damaged property only when authorized in writing by Beneficiary to do so and shall thereafter proceed diligently with the restoration or repair until completed. Disbursements shall be made from the Restoration Account for the restoration and repair in accordance with a disbursement schedule, and subject to other terms and conditions acceptable to Beneficiary. Disbursements from the Restoration Account shall be charged first against funds deposited in that account by Grantor, and second, after such funds are exhausted, against the insurance proceeds deposited therein. In the event the amounts held by Beneficiary in the Restoration Account exceed the cost of the restoration and repair of the damaged Improvements, the excess funds shall be disbursed to Grantor to the extent of any amounts deposited therein by Grantor. Any funds remaining after such disbursements may, at Beneficiary's option, be applied by Beneficiary to the payment of interest due on the Note, the reduction of the principal balance thereof, the payment of any other obligations secured by this Deed of Trust, or may be disbursed by Beneficiary to Grantor. All funds held by Beneficiary in the Restoration Account are hereby assigned to Beneficiary as further security for the indebtedness and obligations secured by this Deed of Trust. Beneficiary may, at any time, apply all or any part of the funds held in the Restoration Account to the curing of any default under the Note, this Deed of Trust, or any other instrument or document securing the Note.

1.7.4 In all other cases in the event of damage or loss to the Improvements, Beneficiary in its sole discretion, may apply any insurance proceeds to the payment of interest due on the indebtedness secured hereby, the reduction of the principal amount of said indebtedness, the payment of any other obligation hereby secured, or the restoration or the repair of the Improvements, in such order and in such amounts as Beneficiary shall determine.

1.7.5 Application of insurance proceeds by Beneficiary shall not cure or waive any default hereunder or invalidate any act done hereunder because of any such default.

1.8 **ASSIGNMENT OF POLICIES UPON FORECLOSURE.** In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in satisfaction, in whole or

in part, of the debt secured hereby, all right, title and interest of Grantor in and to all policies of insurance required by this Section shall inure to the benefit of and pass to the successor in interest to Grantor or the purchaser or grantee of the Trust Estate.

1.9 INDEMNIFICATION; SUBROGATION; WAIVER OF OFFSET.

1.9.1 If Beneficiary is made a party defendant to any litigation concerning this Deed of Trust or the Trust Estate or any part thereof or interest therein, or the occupancy thereof by Grantor, then Grantor shall indemnify, defend and hold Beneficiary harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Grantor to enforce any of the terms hereof or because of the breach by Grantor of any of the terms hereof, or for the recovery of any sum secured hereby, Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and Grantor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary. The right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment.

1.9.2 Grantor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss of or damage to Grantor, the Trust Estate, Grantor's property or the property of others under Grantor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

1.9.3 All sums payable by Grantor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Grantor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim which Grantor has or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms hereof or of any other agreement with Grantor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Grantor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Grantor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Grantor.

1.10 TAXES AND IMPOSITIONS.

1.10.1 Grantor agrees to pay, at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or assessments such as maintenance

charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are assessed or imposed upon the Trust Estate or become due and payable, and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, or upon any Personal Property, equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option to the taxpayer be paid, in installments, Grantor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

1.10.2 If at any time after the date thereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Grantor pursuant to Section 1.10.1, or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the Impositions and Grantor shall pay and discharge the same as herein provided with respect to the payment of the Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary notwithstanding, Grantor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

1.10.3 Subject to the provisions of Section 1.10.4, Grantor covenants to furnish Beneficiary within thirty (30) days after the date upon which any such Imposition is due and payable by Grantor, official receipts of the appropriate taxing authority or other proof satisfactory to Beneficiary, evidencing the payments thereof.

1.10.4 Grantor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Grantor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.10 unless Grantor has given prior written notice to Beneficiary of Grantor's intent to so contest or object to an Imposition, and unless, at Beneficiary's sole option, (i) Grantor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Beneficiary; or (ii) Grantor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

1.10.5 At the request of Beneficiary, Grantor shall pay to Beneficiary on the day monthly installments of interest are payable under the Note, until the Note is paid in full, an amount equal to one-twelfth (1/12) of the annual Impositions reasonably estimated by Beneficiary to pay the installment of taxes next due on the Trust Estate. In such event, Grantor further agrees to cause all bills, statements or other documents relating to Impositions to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements or other documents, and providing Grantor has deposited sufficient funds with Beneficiary pursuant to this Section 1.10, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Grantor and Grantor shall immediately deposit such an amount equal to such deficiency with Beneficiary.

Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 1.10. Beneficiary shall not be obliged to pay or allow any interest on any sums held by Beneficiary pending disbursement or application hereunder, and Beneficiary may impound or reserve for future payment of Impositions such portion of such payments as Beneficiary may in its absolute discretion deem proper, applying the balance on the principal of or interest on the obligations secured hereby. Should Grantor fail to deposit with Beneficiary (exclusive of that portion of said payments which has been applied by Beneficiary on the principal of or interest on the indebtedness secured by the Loan Documents) sums sufficient to fully pay such Impositions at least thirty (30) days before delinquency thereof, Beneficiary may, at Beneficiary's election, but without any obligation to do so, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Beneficiary as herein elsewhere provided, or at the option of Beneficiary the latter may, without making any advance whatever, apply any sums held by it upon any obligation of the Grantor secured hereby. Should any default occur or exist on the part of the Grantor in the payment or performance of any obligations of Grantor and/or any guarantor under the terms of the Loan Documents, Beneficiary may, at any time at Beneficiary's option, apply any sums or amounts in its hands received pursuant hereto, or as rents or income of the Trust Estate or otherwise, upon any indebtedness or obligation of the Grantor secured hereby in such manner and order as Beneficiary may elect. The receipt, use or application of any such sums paid by Grantor to Beneficiary hereunder shall not be construed to affect the maturity of any indebtedness secured by this Deed of Trust or any of the rights or powers of Beneficiary or Trustee under the terms of the Loan Documents or any of the obligations of Grantor and/or any guarantor under the Loan Documents.

1.10.6 Grantor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Trust Estate as a single lien.

1.10.7 If requested by Beneficiary, Grantor shall cause to be furnished to Beneficiary a tax reporting service covering the Trust Estate of the type, duration and with a company satisfactory to Beneficiary.

1.11 UTILITIES. Grantor agrees to pay when due all utility charges which are incurred by Grantor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

1.12 ACTIONS AFFECTING TRUST ESTATE. Grantor agrees to appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

1.13 ACTIONS BY TRUSTEE AND/OR BENEFICIARY TO PRESERVE TRUST ESTATE. Should Grantor fail to make any payment or to do any act as and in the manner provided in any of the Loan Documents, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation, may make

or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation: (i) to enter upon and take possession of the Trust Estate; (ii) to make additions, alterations, repairs and improvements to the Trust Estate which they or either of them may consider necessary or proper to keep the Trust Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect or appears to affect the security of this Deed of Trust or be prior or superior hereto; and (iv) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Grantor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorneys' fees together with interest thereon accruing during the loan period at the rate, terms, and conditions specified in the Note.

1.14 SURVIVAL OF WARRANTIES. Grantor shall fully and faithfully satisfy and perform the obligations of Grantor contained in Grantor's loan application and Loan Commitment issued by Beneficiary and signed by or on behalf of Grantor, and any such application and commitment between Grantor and any assignee of Beneficiary, and any modification or amendment thereof. All representations, warranties and covenants of Grantor contained therein shall survive the close of escrow and funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Grantor during any time when any portion of the obligations secured by this Deed of Trust remain outstanding.

1.15 EMINENT DOMAIN. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, whether actual or threatened, or in any other manner ("Condemnation"), or should Grantor receive any notice or other information regarding such proceeding, Grantor shall give prompt written notice thereof to Beneficiary.

1.15.1 Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Grantor (the "Proceeds") are hereby assigned to Beneficiary and Grantor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

1.15.2 In the event any portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1.16 ADDITIONAL SECURITY. In the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same,

at its option, either before or concurrently herewith or after a sale is made hereunder.

1.17 APPOINTMENT OF SUCCESSOR TRUSTEE. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Grantor and recorded in the office of the County Recorder of each county in which the Trust Estate or any part thereof is located and by otherwise complying with the provisions of the applicable law of the State of Idaho, substitute a successor or successors to the Trustee named herein or acting hereunder.

1.18 SUCCESSORS AND ASSIGNS. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

1.19 INSPECTIONS. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Documents.

1.20 LIENS. Grantor shall pay and promptly discharge, at Grantor's sole cost and expense, all liens, encumbrances and charges upon the Trust Estate, or any part thereof or interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this Section if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than sixty (60) days after the performance thereof. Grantor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Grantor shall first deposit with Beneficiary a bond or other security satisfactory to Beneficiary in such amounts as Beneficiary shall reasonably require, but not more than one and one-half (1½) times the amount of the claim, and provided further that Grantor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Grantor fails to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. In the event Beneficiary discharges said lien, encumbrance or other charge, Grantor shall immediately reimburse Beneficiary for such amount expended, however expended, together with any and all costs, fees or charges incurred by Beneficiary of whatever nature or kind when discharging the subject obligations.

1.21 TRUSTEE'S POWERS. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (i) reconvey any part of said Trust Estate, (ii) consent in writing to the making of any map or plat thereof; (iii) join in granting any easement or creating any restriction affecting this Deed of Trust or any agreement subordinating the lien or charge hereof.

1.22 BENEFICIARY'S POWERS. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of

all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

1.23 TRADE NAMES. At the request of Beneficiary, Grantor shall execute a certificate in form satisfactory to Beneficiary listing the trade names under which Grantor intends to operate the Trust Estate, and representing and warranting that Grantor business under no other trade names with respect to the Trust Estate. Grantor shall immediately notify Beneficiary in writing of any change in said trade names and will, upon request of Beneficiary, execute any additional financing statements and other certificates revised to reflect the change in trade name.

ARTICLE 2 SECURITY AGREEMENT

2.1 CREATION OF SECURITY INTEREST. Grantor hereby grants to Beneficiary a security interest in (i) the Personal Property located on or at the Property, including without limitation any and all property of similar type or kind hereafter located on or at the Property, and (ii) all Water Rights, for the purpose of securing all obligations of Grantor contained in any of the Loan Documents. This Deed of Trust shall be deemed the Security Agreement as defined in the Uniform Commercial Code of Idaho and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in any financing statement or statements (the "Financing Statement") by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code of Idaho, all at Beneficiary's sole election. Grantor and Beneficiary agree that the filing of such a Financing Statement in the records normally having to do with personal property shall never be construed as in any manner or way derogating from or impairing this declaration and hereby stated intention of the parties hereto, that everything used in connection with the production of income from the Trust Estate and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal and equitable shall be regarded as part of the Property irrespective of whether (A) any such item is physically attached to the Improvements, (B) filing or registration numbers are used for the better identification of certain items capable of being identified in such manner in a recital contained herein or in any list filed with the Beneficiary, (C) any such item is referred to or reflected in any such Financing Statement so filed at any time. Similarly, the mention in any such Financing Statement of (1) the rights in or the proceeds of any fire and/or hazard insurance policy, (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the debtor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the premises, whether pursuant to lease or otherwise, shall never be construed as in any manner or way altering any of the rights of Beneficiary as determined by this Deed of Trust or impugning the priority of the Beneficiary's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Beneficiary in the event any court or judge shall determine at any time with respect to (1), (2) and (3) that notice of Beneficiary's priority

of interest, to be effective against a particular class of persons, divisions or entity of the Federal Government, must be filed in the Uniform Commercial Code records.

2.2 WARRANTIES, REPRESENTATIONS AND COVENANTS OF GRANTOR. Grantor warrants, represents and covenants as follows:

2.2.1 Except for the security interest granted hereby, Grantor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Grantor will notify Beneficiary of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

2.2.2 Grantor will not lease, sell, convey or in any manner transfer the Personal Property without the prior written consent of Beneficiary.

2.2.3 The Personal Property is not used or brought for personal, family or household purposes.

2.2.4 The Personal Property will be kept on or at the Property and Grantor will not remove the Personal Property from the Property without the prior written consent of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Grantor.

2.2.5 Grantor maintains a place of business in the State of Idaho and Grantor will immediately notify Beneficiary in writing of any change in its place of business as set forth in the beginning of this Deed of Trust.

2.2.6 At the request of Beneficiary, Grantor will join Beneficiary in executing one or more financing statements, continuation statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Idaho in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

2.2.7 All covenants and obligations of Grantor contained herein relating to the Trust Estate shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

ARTICLE 3 REMEDIES UPON DEFAULT

3.1 EVENTS OF DEFAULT. Any of the following events shall be deemed an event of default hereunder:

3.1.1 Default shall be made in the payment of any installment of principal or interest under the Note or any other sum secured hereby when due, and the failure to cure such default within the applicable cure period;

3.1.2 Default in the due and timely performance of any term, condition, or covenant contained in the Note (other than a default under Section 3.1.1, above), this Deed of Trust, the Loan Documents, or any other agreement, instrument or security agreement executed and delivered by Grantor in connection with the indebtedness secured by this Deed of Trust, and the failure to cure such default within the applicable cure period, if any;

3.1.3 Grantor shall file a petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Grantor or of all of any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

3.1.4 A petition shall be filed against Grantor seeking any reorganization, dissolution or similar relief under any federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or any trustee, receiver or liquidator of Grantor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed;

3.1.5 The filing of any foreclosure proceeding or the recording of any notice of trustee's sale with respect to any other lien on the Trust Estate, whether junior or senior to this Deed of Trust, which foreclosure proceeding or recording of notice is not dismissed or released within thirty (30) days;

3.1.6 A writ or execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Trust Estate, of any judgment involving monetary damages shall be entered against Grantor which shall become a lien on the Trust Estate or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within thirty (30) days after its entry or levy;

3.1.7 The abandonment of all or any part of the Trust Estate;

3.1.8 The breach of any warranty, representation or certification given in connection herewith, the loan application submitted by Grantor, the loan commitment issued by Beneficiary, or any document executed by Grantor in connection with securing the loan evidenced by the Note;

3.1.9 The occurrence of a default in the performance of Grantor's obligations as lessor under any lease affecting all or any portion of the Trust Estate, and the expiration of any applicable cure period; or

3.1.10 The transfer of any portion of the Trust Estate, voluntarily or involuntarily, in violation of the terms of the Note or this Deed of Trust without Beneficiary's consent, which consent may be withheld in Beneficiary's absolute discretion.

3.2 CURE PERIOD. If any Event of Default, (other than a default under Section 3.1.1. or 3.1.10 above, or an Event of Default described in Subsection 10.1.7 of the Master Credit Agreement), is curable, it may be cured (and no Event of Default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps that Lender deems in Lender's absolute discretion to be sufficient to cure the default and thereafter diligently continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

3.3 REMEDIES UPON DEFAULT. Upon default, and where applicable fails to cure, by Grantor hereunder, Beneficiary may declare all sums secured hereby immediately due and payable without notice or demand. Beneficiary may also thereupon, at its option and as may be more fully described elsewhere herein, without notice and without affecting the lien of this Deed of Trust, do any one or more of the following:

3.3.1 Enter upon the Trust Estate and inspect, repair, improve and maintain the same, rent or lease all or any portion thereof as Beneficiary shall see fit, and perform such other acts thereon as Beneficiary may deem necessary or desirable;

3.3.2 Sue for all or any part of the indebtedness owing from Grantor to Beneficiary without affecting or losing the security of this Deed of Trust;

3.3.3 Exercise the power of sale granted herein;

3.3.4 Foreclose this Deed of Trust as a mortgage in the manner provided by law;

3.3.5 Exercise any or all of the remedies available to a secured party under the Idaho Uniform Commercial Code;

3.3.6 Bring an action for damages; or

3.3.7 Exercise such other remedies or combination of remedies Beneficiary may have under this Deed of Trust, the Loan Documents, or as otherwise provided under law or in equity.

3.4 POWER OF SALE.

3.4.1 Upon default by Grantor hereunder, Beneficiary, if it desires Trustee to exercise the power of sale granted hereunder, shall deposit with Trustee this Deed of Trust, the Note, and all documents evidencing expenditures secured hereby, together with such other documents as Trustee shall require. Trustee shall record and give such notices of Trustee's sale in the manner required by law, and after the lapse of time such as then may be required by law, Trustee, without demand on Grantor, under the power of sale contained herein, shall sell the Trust Estate at the time and place fixed by it in said notice of Trustee's sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, subject to any statutory right which Grantor may have to direct such order, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone the sale as provided

by law. Following sale, Trustee shall deliver to the purchaser its deed conveying the Trust Estate so sold, but without any covenant or warranty, express or implied. Any person, including Grantor, Trustee or Beneficiary, may purchase at such sale.

3.4.2 After deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including costs to insure or obtain evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate specified under the Note from the date such expenditures were made, (ii) all other sums secured hereby, and (iii) the remainder, if any, to the person or persons legally entitled thereto.

3.4.3 Beneficiary may at any time request cancellation of the Trustee's notice of sale, whereupon Trustee shall execute and record, or cause to be recorded, a cancellation of notice of sale in the same county in which the notice of sale was recorded. The exercise by Beneficiary of this right shall not constitute a waiver of any default then existing or subsequently occurring. If this Deed of Trust and the indebtedness and obligations secured hereby are reinstated in the manner provided by law, Beneficiary shall forthwith notify Trustee thereof. Upon such notification, Trustee shall record or cause to be recorded a cancellation of notice of sale in the same county in which the notice of sale was recorded within the period then required by law.

3.4.4 If Grantor fails or refuses to surrender possession of the Trust Estate after any trustee's sale, Grantor shall be deemed a tenant at sufferance, subject to eviction by means of forcible entry and detainer proceedings. This remedy is not exclusive or in derogation of any other right or remedy available to Beneficiary.

3.5 **FORECLOSURE AS MORTGAGE.** Upon default by Grantor hereunder, in lieu of sale pursuant to the power of sale conferred hereby, at the option of Beneficiary, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available to it. All rights and remedies shall be cumulative, may be sought and exercised concurrently or consecutively and in inconsistent proceedings.

3.6 **FORECLOSURE AS A UNIT.** Grantor agrees that all of the Trust Estate, whether real or personal, covered by this Deed of Trust, is encumbered as one unit, and that upon default by Grantor under the Note secured hereby or this Deed of Trust, or any security instrument given pursuant hereto, this Deed of Trust and such security interests, at Beneficiary's option, may be foreclosed or sold in the same proceeding, and all of the Trust Estate (both realty and personalty) may, at Beneficiary's option, be sold as such in one unit.

3.7 **POSSESSION OF TRUST ESTATE, LEASES AND RENTS ON DEFAULT.**

3.7.1 Upon default by Grantor hereunder, Beneficiary shall be entitled at any time without further notice, in its sole discretion, either by its agents, attorneys, or employees, to enter upon and take possession of the Trust Estate or any part thereof, and Grantor shall, upon demand, peaceably surrender possession thereof to Beneficiary. Beneficiary may, at its option, send notifications to any and all lessees and tenants of the Trust Estate that future payments under or relating to said leases shall be made to

Beneficiary, in accordance with Section 2.2 hereof. Beneficiary, in its name and/or in the name of Grantor, may operate and maintain all or any portion of the Trust Estate to such extent as Beneficiary deems advisable, and Grantor agrees that Beneficiary shall be entitled to do and perform any acts that Beneficiary may deem necessary or proper to conserve the value of the Trust Estate, and to sue for and otherwise collect and receive all rents, issues and profits thereof, including those past due and unpaid as well as those accruing thereafter, and may rent or lease the Trust Estate or any portion thereof to such person or persons and for such periods of time and on such terms and conditions as Beneficiary in its sole discretion may determine.

3.7.2 The expense (including compensation to any agent appointed by Beneficiary, attorneys' fees and costs and disbursements) incurred in taking possession and effecting collection or attempting to take possession and effect collection, shall be deemed an expense of this Deed of Trust to be paid by Grantor and secured hereby. Neither the entering upon and taking possession of the Trust Estate nor the collection of such rents, issues and profits and the application or release thereof as aforesaid, shall cure or waive any default or notice of sale hereunder or invalidate any act done pursuant to such notice. In dealing with the Trust Estate as a beneficiary in possession, Beneficiary shall be without any liability, charge or obligation therefor to Grantor, and Beneficiary shall be entitled to operate any business then being conducted thereon or therewith at the expense of and for the account of Grantor, and all net losses, costs and expenses thereby incurred shall be advancements governed by Section 1.14 hereof.

3.7.3 For purposes hereof, Beneficiary is expressly authorized to deal with the Trust Estate as Grantor's attorney-in-fact subsequent to Grantor's default hereunder, i.e., to enter into leases of all or a portion of the Trust Estate, to terminate leases of all or portions of the Trust Estate as may be necessary in Beneficiary's discretion, enter into management agreements regarding the Trust Estate on terms and conditions approved by Beneficiary in its discretion, and otherwise operate the Trust Estate. None of the foregoing activities by Beneficiary with respect to the Trust Estate shall serve to waive any rights of Beneficiary against Grantor or impose any additional burdens or any liability on Beneficiary therefor.

3.8 **APPOINTMENT OF A RECEIVER.** Upon default by Grantor hereunder, Beneficiary shall be entitled to the appointment of a receiver to take charge of the Trust Estate, collect the rents, issues and profits therefrom, care for and repair the same, improve the same when necessary or desirable, lease and rent the Trust Estate or portions thereof (including leases existing beyond the term of receivership), and otherwise use and utilize the Trust Estate, and to have such other duties as may be fixed by the court. Grantor specifically agrees that the court may appoint a receiver without reference to the adequacy or inadequacy of the security, or the solvency or insolvency of Grantor or any guarantor, the commission of actual waste or damage to the Property, and without reference to other matters normally taken into account by courts in the discretionary appointment of receivers, it being the intention of Grantor to hereby authorize the appointment of a receiver when Grantor is in default and Beneficiary has requested the appointment of a receiver. Grantor hereby agrees and consents to the appointment of the particular person or firm (including an officer or employee of Beneficiary) designated by Beneficiary as receiver. Such receiver shall have the power to borrow money from any person, including Beneficiary, for reasonable expenses of operating, preserving, maintaining, completing and caring for the Trust Estate, or completing the construction of any improvements or structures in progress in or upon the Trust Estate, and all such borrowed sums together with interest thereon at the Default Rate set forth in the Note shall be added to the indebtedness secured by this Deed of Trust. The acceptance and/or application of such rents, issues and profits shall not cure any default hereunder nor constitute a waiver of or adversely affect any other right which Beneficiary may enjoy under

this Deed of Trust or under the laws of Idaho by virtue of the default of Grantor hereunder. For purposes of appointment of such a receiver, it is agreed that any of the following actions brought by Beneficiary shall be actions which "affect" the Trust Estate and support the appointment of a receiver by the Superior Court for the county in which the Trust Estate is located:

3.8.1 Damages for waste or failure to maintain the Trust Estate; or

3.8.2 Damages for failure to perform any of Grantor's obligations set forth in this Deed of Trust which relate directly or indirectly to the ownership or operation of the Trust Estate.

3.9 **FORECLOSURE OF SECURITY INTEREST.** Upon default by Grantor hereunder, Beneficiary may exercise any or all of the remedies available to a secured party under the Idaho Uniform Commercial Code, including, but not limited to:

3.9.1 Either personally or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Grantor and all others claiming under Grantor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additional and improvements to and exercise all rights and powers of Grantor in respect to the Personal Property or any part thereof. In the event Beneficiary demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Loan Documents, Grantor promises and agrees to promptly turn over and deliver complete possession thereof to Beneficiary;

3.9.2 Without notice to or demand upon Grantor, make such payments and do such acts as Beneficiary may deem necessary to protect its security interest in the Personal Property, including without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

3.9.3 Require Grantor to assemble the Personal Property or any portion thereof, at a place designated by Beneficiary and reasonably convenient to both parties, and promptly to deliver such Personal Property to Beneficiary, or an agent or representative designated by it. Beneficiary, and its agents and representatives shall have the right to enter upon any or all of Grantor's premises and property to exercise Beneficiary's rights hereunder;

3.9.4 Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any such sale;

3.9.5 Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, any requirement under the Idaho Uniform Commercial Code for giving notice of a proposed sale or other disposition of the Personal Property shall be met if such notice is mailed to Grantor, postage prepaid, at least five (5) days before the scheduled sale or disposition. Such notice may be mailed to Grantor at the address set forth at the beginning of this Deed of Trust.

3.10 REMEDIES NOT EXCLUSIVE. Trustee and Beneficiary and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or another agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

3.11 REQUEST FOR NOTICE. Grantor hereby requests a copy of any Notice of Default and that any Notice of Sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

ARTICLE 4 MISCELLANEOUS

4.1 GOVERNING LAW. This Deed of Trust shall be governed by the laws of the State of Idaho. In the event that any provision of any of the Loan Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of the Loan Documents are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

4.2 GRANTOR WAIVER OF RIGHTS. Grantor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Trust Estate, and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Grantor, for Grantor, its heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Trust Estate, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created.

If any law referred to in this Section and now in force, of which Grantor, its heirs, devisees, representatives, successors and assigns or other person might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section. Grantor expressly waives and relinquishes any and all rights and remedies which Grantor may have or be able to assert by reason of the laws of the State of Idaho pertaining to the rights and remedies of sureties. Any provision of this Section 4.2 which is held by a court of competent jurisdiction to violate a statute of the State of Idaho shall not be enforceable, but any such holding shall not otherwise affect the enforcement of any of the other provisions of this Section.

4.3 LIMITATION OF INTEREST. It is the intent of Grantor and Beneficiary in the execution of this Deed of Trust and the Note and all other instruments securing the Note to contract in strict compliance with the usury laws of the State of Idaho governing the loan evidenced by the Note. In furtherance thereof, Beneficiary and Grantor stipulate and agree that none of the terms and provisions contained in the Loan Documents shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Idaho governing the loan evidenced by the Note. Grantor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Note shall never be required to pay interest on the Note at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Idaho, and the provisions of this Section shall control over all other provisions of the Note and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Note shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on the Note to a rate in excess of that permitted to be charged by the laws of the State of Idaho, all such sums deemed to constitute interest in excess of the maximum permissible rate shall be considered payment of principal hereunder and the indebtedness evidenced hereby shall be reduced by such amount as that the total liability for payments in the nature of interest, additional interest and other charges shall not exceed the applicable limits imposed by the interest rate laws of the State of Idaho in compliance with the desires of the undersigned and Beneficiary.

4.4 STATEMENTS BY GRANTOR. Grantor shall within ten (10) days after receiving a written request from Beneficiary confirm in writing any statement provided by Beneficiary which states the unpaid principal and any interest on the Note, and any other amounts secured by this Deed of Trust, and that no offsets or defenses exist against such principal and interest.

4.5 RECONVEYANCE BY TRUSTEE. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Grantor and the Note to Trustee for cancellation and retention and upon payment by Grantor of Trustee's fees, Trustee shall reconvey to Grantor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matter or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

4.6 NOTICES. Whenever Beneficiary, Grantor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered mail, postage prepaid, return receipt requested,

addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

4.7 ACCEPTANCE BY TRUSTEE; FEES. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. The Trust created hereby is irrevocable by Grantor. Trustee holds title under this Deed of Trust for the benefit of Beneficiary. Trustee shall be paid for all acts performed by it hereunder or in connection herewith in accordance with its established fees and charges. All such fees and charges shall be paid by Grantor and if Beneficiary shall advance any such fees or charges, Grantor shall reimburse Beneficiary for same on demand. Payment thereof is secured by this Deed of Trust.

4.8 SUCCESSOR TRUSTEE. Beneficiary may appoint a successor trustee in the manner prescribed by law. Trustee herein may resign by mailing or delivering notice thereof to Beneficiary and to Grantor. Upon such resignation, Beneficiary may appoint a successor trustee, which appointment shall constitute a substitution of trustee upon the mailing and recording of written notice thereof by Beneficiary in the manner prescribed by law for the substitution of a trustee of a Deed of Trust. A successor trustee herein shall, without conveyance from the predecessor trustee, succeed to all the predecessor's title, estate, rights, powers and duties.

4.9 CAPTIONS. The captions or headings at the beginning of each Section hereof are for convenience of the parties and are not a part of this Deed of Trust.

4.10 INVALIDITY OF CERTAIN PROVISIONS. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

4.11 SUBROGATION. To the extent that proceeds of the Note are owed to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Grantor's request and Beneficiary shall be subrogated to any and all rights and liens owed by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

4.12 TRANSFER OF TRUST ESTATE BY GRANTOR. Grantor hereby acknowledges that the financial stability and managerial and operational ability of Grantor is a substantial and material consideration to Beneficiary in its agreement to make the loan to Grantor evidenced by the Loan Documents. The sale, assignment, trade, or other transfer or further encumbrance of the Trust Estate or change in the entity operating or managing the Trust Estate may significantly and materially alter and reduce Beneficiary's security for the indebtedness secured hereby. As an inducement to Beneficiary to make the loan evidenced by the Note, and subject to the Partial Release Provisions of Section 4.13 of this Deed of Trust, Grantor covenants and agrees that Grantor shall not sell, contract to sell, dedicate, transfer, further encumber, restrict

the use, assign, convey, grant an option, lease for a term in excess of five (5) years, or in any other manner dispose of the Property, or any part thereof, substantially modify the plan of development of the Property or any part thereof, turn over the management or operation of the Trust Estate to any person, firm or entity, make a voluntary transfer of control of the Trust Estate, or permit any of the foregoing to be accomplished involuntarily, by operation of law, or otherwise (collectively a "Transfer of the Trust Estate"), without Beneficiary's written consent. If at any time Grantor shall Transfer all of any part of the Trust Estate or any interest therein without the prior written consent of Beneficiary, the indebtedness secured hereby shall, at the option of Beneficiary, become immediately due and payable. A transfer of more than 50% of the voting control or economic rights in the Grantor shall be considered a Transfer of the Trust Estate for purposes of this Section 4.12. Consent to any one transaction shall not be deemed to be consent to any other. Upon a Transfer of the Trust Estate, Beneficiary may charge Grantor a reasonable fee for processing a request for approval and the rate of interest on the unpaid balance of the indebtedness may be increased to a current market rate with appropriate adjustment in the monthly payment so that the loan will amortize on the same schedule as originally contemplated.

4.13. PARTIAL RELEASES. Notwithstanding the provisions of Section 4.12 of this Deed of Trust, Beneficiary will allow sale by the Grantor of individual parcels comprising the Real Property encumbered by the Deed of Trust without acceleration of the Note, subject to the terms and conditions set forth in the Master Credit Agreement and other Loan Documents of even date herewith.

4.14 NO JUNIOR LIENS. Grantor shall grant no deed of trust, lien or mortgage on the Trust Estate junior to this Deed of Trust without Beneficiary's prior written consent which may be given or withheld by Beneficiary in its sole discretion. Any junior deed of trust, lien or mortgage granted by Grantor to which Beneficiary gives its consent shall be subordinate to all leases affecting the Trust Estate and subject to all renewals, extensions modifications or increases of the Note and modifications, releases, changes or exchanges of this Deed of Trust or the Trust Estate without the consent of such junior beneficiary, lien holder or mortgage holder, and without any obligation of Beneficiary or Trustee to give notice of any kind thereof.

4.15 ATTORNEYS' FEES. The terms and provisions of the Note with respect to attorneys' fees and costs shall be equally applicable with respect to this Deed of Trust, and Grantor agrees to pay all such attorneys' fees and costs incurred by Beneficiary or Trustee in connection with interpretation or enforcement of this Deed of Trust or to protect the security of this Deed of Trust. All such attorneys' fees and costs so incurred shall be deemed to be secured by this Deed of Trust and collectible out of the Trust Estate in any manner permitted by law or by this Deed of Trust.

4.16 TAXATION ON LIEN OR DEBT. In the event of the passage after the date of this Deed of Trust of any Federal, State or local law, deducting from the value of real property for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of the mortgages or debts secured by mortgage for Federal, State or local purposes or the manner of the collection of any such taxes, or imposing a tax, either directly or indirectly, on this Deed of Trust or the Note, the holder of this Deed of Trust and of the debt which it secures shall have the right to declare the principal sum and interest due on a date to be specified by not less than thirty (30) days' written notice to be given to the Grantor by the Beneficiary; provided, however, that such election shall be ineffective if (a) the Grantor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder, (b) such payment is not usurious, and (c) if the Grantor, prior to such specified date, pays any such tax when due and agrees to pay

such taxes then or thereafter levied or assessed against the premises.

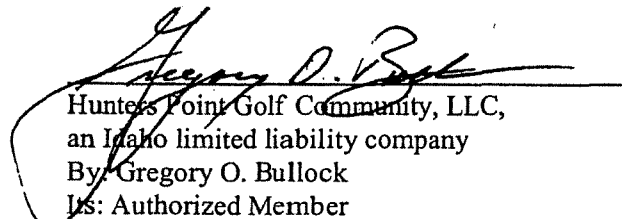
4.17 OFFSETS. No offset or claim that Grantor now or may in the future have against Beneficiary shall relieve Grantor from duly and timely paying installments or performing any other obligation herein or secured hereby.

4.18 BUSINESS LOAN. The debt secured hereby is acknowledged to have been undertaken as a business loan for business purposes and is in no respect a consumer loan or debt.

4.19 COUNTERPARTS. This document may be executed in counterparts and shall have the same force and effect as if all signing parties executed one document.

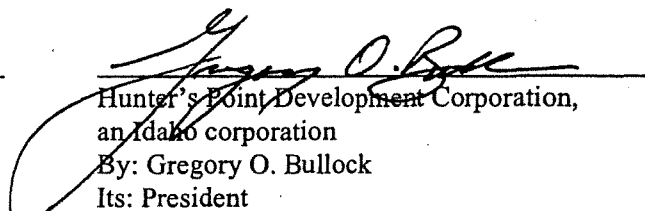
IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the day and year first above written.

GRANTOR:

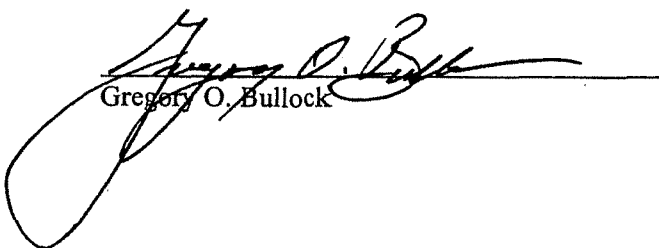

Hunters Point Golf Community, LLC,
an Idaho limited liability company
By: Gregory O. Bullock
Its: Authorized Member

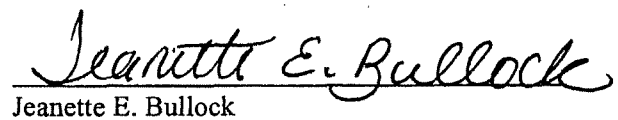
GRANTOR

GRANTOR:


Hunter's Point Development Corporation,
an Idaho corporation
By: Gregory O. Bullock
Its: President

GRANTOR


Gregory O. Bullock

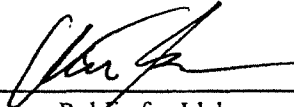

Jeanette E. Bullock

STATE OF IDAHO)
) ss.
County of Ada Canyon)

On this 14th day of August, in the year of 2006, before me, a Notary Public, personally appeared Gregory O. Bullock, known or identified to me to be an authorized member of Hunter's Point Golf Community, LLC, an Idaho limited liability company, and the member who executed the foregoing instrument on behalf of said company, and acknowledged to me that he executed the same on behalf of Hunter's Point Golf Community, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first written above.





Notary Public for Idaho
Residing at Residing in Star, ID
Commission Expires My Commission Expires 07-09-11

STATE OF IDAHO)
) ss.
County of Ada Canyon)

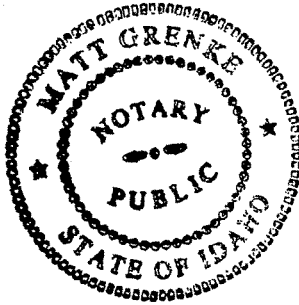
On this 14th day of August, in the year of 2006, before me, a Notary Public, personally appeared Gregory O. Bullock, known or identified to me to be the President of Hunter's Point Development Corporation, an Idaho corporation, and the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that he executed the same for and on behalf of said corporation.

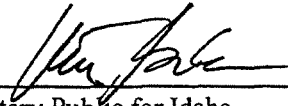
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first written above.

DEED OF TRUST 2 - IDAHO

25

July 31, 2006





Notary Public for Idaho

Residing at _____ Residing in Star, ID

Commission Expires: My Commission Expires 07-09-11

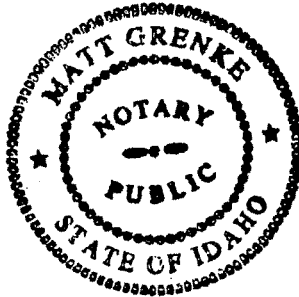
STATE OF IDAHO)

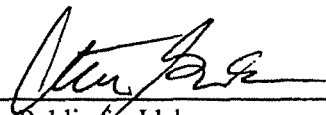
) ss

County of ~~Ada~~ Canyon)

On this 14th day of August, 2006, before me, a Notary Public in and for said State, personally appeared Gregory O. Bullock and Jeanette O. Bullock, husband and wife, known or identified to me to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first written above.





Notary Public for Idaho

Residing at ~~Boise, Idaho~~

Commission Expires: Residing in Star, ID
My Commission Expires 07-09-11

EXHIBIT "A"

Legal Description

DEED OF TRUST 2 - IDAHO

27

July 31, 2006

Exhibit "B"

Permitted Exceptions

Items Nos. 7-33, 35-48, 49 as to Parcels 12-13-14, 50, 52-125, as the same appear on Schedule B, Section II, of the Title Commitment, Issued by TitleOne Corporation, as Order No. C0615433, with an Effective Date of August 11, 2006.

EXHIBIT "A"

PARCEL 1

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter corner), said corner monumented with an aluminum disk; thence
South $00^{\circ} 47' 33''$ West a distance of 1001.13 feet along the west boundary of said Southwest Quarter to a point; thence
South $88^{\circ} 11' 42''$ East a distance of 25.01 feet to the POINT OF BEGINNING; thence
along the southerly boundary of The Rim at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence
South $88^{\circ} 11' 42''$ East a distance of 977.70 feet to a point; thence
South $46^{\circ} 19' 50''$ East a distance of 30.07 feet to a point; thence
South $02^{\circ} 48' 28''$ East a distance of 300.93 feet to a point; thence
North $88^{\circ} 28' 05''$ East a distance of 454.80 feet to a point; thence leaving said southerly boundary
South $55^{\circ} 37' 48''$ East a distance of 83.25 feet to a point on the westerly boundary of Lookout Ridge at Hunter's Point Planned Unit Development "A Golf Community"; thence
along the westerly boundary of said Lookout Ridge at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence
South $00^{\circ} 36' 31''$ East a distance of 892.89 feet to a point; thence
South $64^{\circ} 14' 40''$ East a distance of 37.09 feet to a point; thence leaving said westerly boundary
South $00^{\circ} 17' 14''$ East a distance of 281.05 feet to a point; thence
South $88^{\circ} 42' 53''$ West a distance of 160.53 feet parallel with and 30.00 feet north of the south boundary of the Southeast Quarter of the Southwest to a point on the east boundary of the Southwest Quarter of the Southwest Quarter; thence
South $88^{\circ} 40' 05''$ West a distance of 1443.58 feet parallel with and 30.00 feet north of the south boundary of the Southwest Quarter of the Southwest Quarter to a point; thence
North $00^{\circ} 47' 33''$ East a distance of 1614.28 feet parallel with and 25.00 feet east of the west boundary of said Southwest Quarter to the POINT OF BEGINNING.

PARCEL 1A: (Right-of-Way Description 4)

A parcel of land being a portion of Government Lot 4 and a portion of the Southeast Quarter of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said Government Lot 4, said corner monumented with a 3 inch brass disk; thence
South $88^{\circ} 40' 05''$ West a distance of 1469.70 feet along the southerly boundary of said Government Lot 4 to the southwest corner of said Government Lot 4; thence
North $00^{\circ} 47' 33''$ East a distance of 30.02 feet to a point; thence
North $88^{\circ} 40' 05''$ East a distance of 1468.59 feet parallel with and 30.00 feet north of the southerly boundary of said Government Lot 4 to a point; thence
North $88^{\circ} 42' 53''$ East a distance of 160.55 feet parallel with and 30.00 feet north of the southerly boundary of said Southeast Quarter of the Southwest Quarter to a point; thence

EXHIBIT "A"

South 00° 17' 14" East a distance of 30.00 feet to a point on the southerly boundary of said Southeast Quarter of the Southwest Quarter; thence

South 88° 42' 53" West a distance of 160.00 feet along the southerly boundary of said Southeast Quarter of the Southwest Quarter to the POINT OF BEGINNING.

PARCEL 2

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter corner), said corner monumented with an aluminum disk; thence

North 89° 22' 22" East a distance of 40.01 feet along the north boundary of said Southwest Quarter to a point; thence

South 00° 47' 33" West a distance of 50.01 feet parallel with and 40.00 feet east of the west boundary of said Southwest Quarter to the POINT OF BEGINNING; thence

North 89° 22' 22" East a distance of 982.38 feet parallel with and 50.00 feet south of the north boundary of said Southwest to a point on the west boundary of North Slope at Hunter's Point Planned Unit Development "A Golf Community"; thence

South 00° 01' 06" East a distance of 124.29 feet along said west boundary to the southwest corner of said North Slope at Hunter's Point Planned Unit Development "A Golf Community"; thence

along the southerly boundary of said North Slope at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence

South 70° 52' 03" East a distance of 422.62 feet to a point; thence

South 66° 04' 11" East a distance of 908.23 feet to the southeast corner of said North Slope at Hunter's Point Planned Unit Development "A Golf Community", said point also being a point on the westerly boundary of Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community"; thence

along the westerly boundary of said Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence

South 00° 11' 03" West a distance of 98.62 feet to the beginning curve; thence

along said curve turning to the right through an angle of 30° 13' 08", having a radius of 372.00 feet, and whose long chord bears South 15° 14' 42" West a distance of 193.93 feet to a point; thence leaving said westerly boundary

South 30° 21' 16" West a distance of 151.83 feet to a point; thence

South 28° 10' 22" West a distance of 52.54 feet to a point; thence

South 30° 21' 16" West a distance of 1.67 feet to a point; thence

North 59° 05' 13" West a distance of 380.60 feet to the northeast corner of The Rim at Hunter's Point Planned Unit Development "A Golf Community"; thence

along the northerly boundary of said The Rim at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence

South 85° 33' 07" West a distance of 316.04 feet to a point; thence

North 65° 59' 23" West a distance of 306.90 feet to a point; thence

North 36° 36' 26" West a distance of 66.94 feet to a point; thence

North 85° 20' 04" West a distance of 101.79 feet to a point; thence

North 68° 34' 22" West a distance of 368.35 feet to a point; thence

North 72° 18' 50" West a distance of 111.56 feet to a point; thence

North 80° 31' 16" West a distance of 89.75 feet to the beginning of a curve; thence

EXHIBIT "A"

along said curve turning to the left through an angle of $33^{\circ} 01' 47''$, having a radius of 190.00 feet, and whose long chord bears South $82^{\circ} 57' 50''$ West a distance of 108.02 feet to a point; thence South $66^{\circ} 26' 57''$ West a distance of 109.14 feet to the beginning of a curve; thence along said curve turning to the right through an angle of $32^{\circ} 12' 34''$, having a radius of 250.00 feet, and whose long chord bears South $82^{\circ} 33' 14''$ West a distance of 138.70 feet to a point; thence North $81^{\circ} 20' 30''$ West a distance of 122.04 feet to a point; thence North $00^{\circ} 47' 33''$ East a distance of 600.34 feet parallel with and 40.00 feet east of the west boundary of said Southwest Quarter to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

A parcel of land being a portion of the Northeast Quarter of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast Quarter of the Southwest Quarter (center quarter corner) said corner monumented with a 3 inch diameter aluminum disk; thence South $89^{\circ} 22' 22''$ West, a distance of 1323.51 feet along the northerly boundary of said Northeast Quarter of the Southwest Quarter to the Northeast corner of Government Lot 3 of said Section 31 said corner lies North $89^{\circ} 22' 22''$ East, a distance of 1418.65 feet from the Northwest corner of said Government Lot 3 (west quarter corner); thence South $0^{\circ} 18' 28''$ East, a distance of 1009.04 feet along the easterly boundary of said Government Lot 3 to a point; thence North $89^{\circ} 41' 32''$ East, a distance of 601.78 feet at right angles to the easterly boundary of said Government Lot 3 to the POINT OF BEGINNING, said point monumented with a 5/8 inch diameter iron pin; thence South $78^{\circ} 30' 40''$ East, a distance of 84.23 feet to a 5/8 inch diameter iron pin; thence South $0^{\circ} 44' 33''$ East, a distance of 101.91 feet to a 5/8 inch diameter iron pin; thence North $68^{\circ} 22' 18''$ West, a distance of 116.83 feet to a 5/8 inch diameter iron pin; thence North $18^{\circ} 07' 00''$ East, a distance of 79.56 feet to the POINT OF BEGINNING.

PARCEL 2A: (50.00-Foot Deeded Right-of-Way)

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter corner), said corner monumented with an aluminum disk; thence North $89^{\circ} 22' 22''$ East a distance of 25.01 feet along the north boundary of said Southwest Quarter to the POINT OF BEGINNING; thence continuing North $89^{\circ} 22' 22''$ East a distance of 996.68 feet along said north boundary to the northwest corner of North Slope Subdivision; thence South $00^{\circ} 01' 06''$ East a distance of 50.00 feet along the west boundary of said North Slope Subdivision to a point; thence South $89^{\circ} 22' 22''$ West a distance of 997.39 feet parallel with and 50.00 feet south of the north boundary of said Southwest Quarter to a point; thence North $00^{\circ} 47' 33''$ East a distance of 50.01 feet parallel with and 25.00 feet east of the west boundary of said Southwest Quarter to the POINT OF BEGINNING.

PARCEL 2B

EXHIBIT "A"

A parcel of land being a portion of the Northeast Quarter of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast Quarter of the Southwest Quarter (center quarter corner) said corner monumented with a 3 inch diameter aluminum disk; thence South 89° 22' 22" West, a distance of 1323.51 feet along the northerly boundary of said Northeast Quarter of the Southwest Quarter to the Northeast corner of Government Lot 3 of said Section 31 said corner lies North 89°22'22" East, a distance of 1418.65 feet from the Northwest corner of said Government Lot 3 (west quarter corner); thence South 0°18'28" East, a distance of 1009.04 feet along the easterly boundary of said Government Lot 3 to a point; thence North 89°41'32" East, a distance of 601.78 feet at right angles to the easterly boundary of said Government Lot 3 to the POINT OF BEGINNING, said point monumented with a 5/8 inch diameter iron pin; thence South 78°30'40" East, a distance of 84.23 feet to a 5/8 inch diameter iron pin; thence South 0°44'33" East, a distance of 101.91 feet to a 5/8 inch diameter iron pin; thence North 68°22'18" West, a distance of 116.83 feet to a 5/8 inch diameter iron pin; thence North 18°07'00" East, a distance of 79.56 feet to the POINT OF BEGINNING.

PARCEL 2C

Ingress-Egress Easement:

A 28.00 foot wide strip of land over and across an existing paved driveway, intended to be a temporary across for the purposes of ingress/egress.

Said strip of land located in a portion of the Northwest Quarter of the Southwest Quarter and in a portion of Government Lot 3 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of said Section 31 (center quarter corner) said corner monumented with a 3 inch diameter aluminum disk; thence South 89° 22' 22" West, a distance of 1154.75 feet along the northerly boundary of said Southwest Quarter to the POINT OF BEGINNING, said point lies North 89°22'22" East, a distance of 168.76 feet from the Northeast corner of said Government Lot 3; thence South 0°16'07" East, a distance of 1020.76 feet to a point; thence North 89°52'56" East, a distance of 429.66 feet to a point; thence South 18°07'00" West, a distance of 57.10 feet to a point; thence North 69°37'11" West, a distance of 74.91 feet to a point; thence South 89°52'56" West, a distance of 889.38 feet to a point; thence North 0°07'04" West, a distance of 28.00 feet to a point; thence North 89°52'56" East, a distance of 519.75 feet to a point; thence North 0°16'07" West, a distance of 1020.51 feet to a point on the northerly boundary of said Southwest Quarter; thence North 89°22'22" East, a distance of 28.00 feet along the northerly boundary of said Southwest Quarter to the POINT OF BEGINNING.

PARCEL 3

EXHIBIT "A"

This parcel is a portion of the Southwest of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the southeast corner of said Southwest, (South Quarter corner), said corner monumented with a 5/8-inch iron pin; thence
South 88° 42' 53" West a distance of 210.20 feet along the south boundary of the Southeast Quarter of the Southwest to a point; thence
North 07° 15' 20" East a distance of 30.34 feet to the POINT OF BEGINNING; thence
South 88° 42' 53" West a distance of 497.44 feet parallel with and 30.00 feet north of the south boundary of the Southeast Quarter of the Southwest Quarter to a point on the easterly boundary of Lookout Basin at Hunter's Point Planned Unit Development "A Golf Community"; thence
along the easterly boundary of said Lookout Basin at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence
North 01° 17' 07" West a distance of 117.27 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 20° 06' 56", having a radius of 740.50 feet, and whose long chord bears North 11° 20' 35" West a distance of 258.64 feet to a point; thence
North 21° 24' 03" West a distance of 145.84 feet to the beginning of a curve; thence
along said curve turning to the right through an angle of 51° 45' 19", having a radius of 467.00 feet, and whose long chord bears North 04° 28' 37" East a distance of 407.64 feet to a point; thence
North 30° 21' 16" East a distance of 98.45 feet to a point; thence
North 59° 38' 44" West a distance of 103.00 feet to a point; thence leaving said easterly boundary
North 30° 21' 16" East a distance of 411.85 feet along the road right of way to the beginning of a curve; thence
along said curve turning to the right through an angle of 90° 00' 00", having a radius of 20.00 feet, and whose long chord bears North 75° 21' 16" East a distance of 28.28 feet to a point; thence
along said right of way the following course and distances; thence
South 59° 38' 44" East a distance of 72.06 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 28° 56' 25", having a radius of 189.50 feet, and whose long chord bears South 74° 06' 56" East a distance of 94.70 feet to a point; thence
South 88° 35' 08" East a distance of 153.55 feet to the beginning of a curve; thence
along said curve turning to the right through an angle of 30° 34' 17", having a radius of 115.00 feet, and whose long chord bears South 73° 18' 00" East a distance of 60.64 feet to a point; thence
South 58° 00' 51" East a distance of 139.48 feet to the beginning of a curve; thence
along said curve turning to the left through 17° 03' 35", having a radius of 177.00 feet, and whose long chord bears South 66° 32' 39" East a distance of 52.51 feet to the beginning of a curve; thence
along said curve turning to the right through an angle of 66° 21' 14", having a radius of 20.00 feet, and whose long chord bears South 41° 53' 49" East a distance of 21.89 feet to a point; thence
South 08° 43' 12" East a distance of 196.92 feet to a point on the northerly boundary of South Basin at Hunter's Point Planned Unit Development "A Golf Community"; thence
along the northerly and westerly boundaries of said Lookout Basin at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence
South 86° 49' 32" West a distance of 109.17 feet to a point; thence
South 08° 43' 12" East a distance of 91.79 feet to a point; thence
South 05° 39' 21" West a distance of 414.88 feet to a point; thence
South 07° 15' 20" West a distance of 506.56 feet to the POINT OF BEGINNING.

PARCEL 3A: (Right-of-Way Description 3)

EXHIBIT "A"

A parcel of land being a portion of the Southeast Quarter of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter of the Southwest Quarter, (South Quarter Corner of Section 31), said corner monumented with a 5/8 inch iron pin; thence South 88° 42' 53" West a distance of 210.19 feet along the southerly boundary of said Southeast Quarter of the Southwest Quarter to the POINT OF BEGINNING; thence continuing South 88° 42' 53" West a distance of 492.94 feet along said southerly boundary to a point; thence North 01° 17' 07" West a distance of 30.00 feet to a point; thence North 88° 42' 53" East a distance of 497.44 feet parallel with and 30.00 feet north of the southerly boundary of said Southeast Quarter of the Southwest Quarter; thence South 07° 15' 20" West a distance of 30.34 feet to the POINT OF BEGINNING.

PARCEL 4

This parcel is a portion of the Southwest Quarter of Section 32, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter, (southwest corner of Section 32), said corner monumented with a brass disk; thence South 89° 04' 29" East a distance of 50.01 feet along the south boundary of said Southwest Quarter to a point on the easterly right of way of Middleton Road; thence North 00° 15' 31" West a distance of 215.05 feet along said right of way to the POINT OF BEGINNING; thence continuing along said right of way North 00° 15' 31" West a distance of 215.79 feet to a point on the Southerly boundary of Miller Crossing at Hunter's Point Planned Unit Development "A Golf Community"; thence along the southerly and easterly boundary of Miller Crossing at Hunter's Point Planned /Unit Development "A Golf Community" the following courses and distances; thence North 89° 44' 32" East a distance of 39.27 feet to the beginning of a curve; thence along said curve turning to the left through an angle of 66° 05' 09", having a radius of 345.50 feet, and whose long chord bears North 56° 41' 57" East a distance of 376.78 feet to a point; thence North 23° 39' 23" East a distance of 122.09 feet to the beginning of a curve; thence along said curve turning to the left through an angle of 44° 28' 11", having a radius of 428.00 feet, and whose long chord bears North 01° 25' 17" East a distance of 323.91 feet to a point; thence South 89° 44' 32" West a distance of 100.67 feet to a point; thence North 18° 26' 52" West a distance of 72.01 feet to a point; thence North 25° 25' 52" East a distance of 534.18 feet to a point; thence South 89° 35' 58" East a distance of 105.93 feet to a point on the westerly boundary of Herron Springs at Hunter's Point Planned Unit Development "A Golf Community"; thence along the westerly boundaries of Herron Springs and Herron Springs 2 at Hunter's Point Planned Unit Development "A Golf Community" the following courses and distances; thence along a curve turning to the left through an angle of 71° 25' 31", having a radius of 106.83 feet, and whose long chord bears South 53° 46' 26" East a distance of 124.72 feet to a point; thence South 89° 29' 10" East a distance of 213.30 feet to a point; thence South 00° 16' 25" East a distance of 55.67 feet to a point; thence South 08° 07' 06" East a distance of 515.34 feet to a point; thence South 00° 35' 52" East a distance of 198.10 feet to a point; thence South 06° 07' 27" West a distance of 57.67 feet to a point; thence

EXHIBIT "A"

South 30° 22' 40" West a distance of 433.40 feet to a point; thence
South 32° 05' 30" West a distance of 350.45 feet to a point; thence
South 00° 15' 31" East a distance of 15.01 feet to a point on the northerly right of way of Greenhurst Road; thence
along said northerly right of way the following courses and distances; thence
North 89° 04' 29" West a distance of 538.99 feet parallel with the south boundary of said Southwest Quarter to a
point; thence
North 53° 56' 20" West a distance of 43.44 feet to a point; thence
North 26° 35' 03" West a distance of 33.82 feet to a point; thence
North 00° 15' 31" West a distance of 25.01 feet to a point; thence
North 06° 57' 04" West a distance of 85.81 feet to the POINT OF BEGINNING.

PARCEL 5

This parcel is a portion of the Southeast Quarter of Section 31 Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter, (southeast corner of Section 31), said corner monumented with a brass disk; thence
South 88° 43' 44" West a distance of 50.01 feet along the south boundary of said Southeast Quarter to a point on the westerly right of way of Middleton Road; thence
North 00° 15' 30" West a distance of 110.02 feet parallel with and 50.00 feet west of the east boundary of said Southeast Quarter to the POINT OF BEGINNING; thence along the northerly boundary of Greenhurst Road the following courses and distances; thence
South 34° 56' 08" West a distance of 43.38 feet to a point; thence
South 62° 22' 06" West a distance of 33.78 feet to a point; thence
South 88° 43' 44" West a distance of 25.00 feet to a point; thence
South 82° 02' 02" West a distance of 85.77 feet to a point; thence
South 00° 15' 31" East a distance of 20.00 feet to a point; thence
South 88° 43' 44" West a distance of 549.07 feet to a point on the easterly boundary of Royal Ridge at Hunter's Point Planned Unit Development "A Golf Community"; thence
along the easterly and northerly boundaries of said Royal Ridge and the northerly and westerly boundaries of Monarch Pass at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence
North 08° 03' 50" West a distance of 11.73 feet to a point; thence
North 03° 24' 12" West a distance of 110.84 feet to a point; thence
North 71° 47' 43" West a distance of 456.37 feet to a point; thence
North 59° 10' 46" West a distance of 539.01 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 85° 01' 56", having a radius of 193.50 feet, and whose long chord bears North 56° 50' 38" West a distance of 261.53 feet to a point; thence
North 90° 00' 00" West for a distance of 489.92 feet to the beginning of a curve; thence
along said curve turning to the right through an angle of 92° 49' 49", having a radius of 100.00 feet, and whose long chord bears North 43° 35' 06" West a distance of 144.87 feet to a point; thence
North 02° 49' 49" East a distance of 137.39 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 92° 57' 41", having a radius of 43.00 feet, and whose long chord bears North 43° 39' 02" West a distance of 62.36 feet to a point; thence
South 89° 52' 08" West a distance of 69.22 feet to a point on the easterly right of way; thence along said right of way the following courses and distances; thence
North 08° 43' 12" West a distance of 184.69 feet to the beginning of a curve; thence

EXHIBIT "A"

along said curve turning to the right through $97^{\circ} 42' 48''$, having a radius of 20.00 feet, and whose long chord bears North $40^{\circ} 08' 12''$ East a distance of 30.12 feet to a point; thence North $88^{\circ} 59' 36''$ East a distance of 645.86 feet to a point on the westerly boundary of Circling Raven at Hunter's Point Planned Unit Development "A Golf Community"; thence along the westerly and southerly boundaries of Circling Raven at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence South $01^{\circ} 00' 24''$ East a distance of 85.00 feet to a point; thence South $84^{\circ} 06' 56''$ East a distance of 343.87 feet to a point; thence South $72^{\circ} 49' 42''$ East a distance of 52.13 feet to a point; thence South $64^{\circ} 06' 42''$ East a distance of 731.53 feet to a point; thence South $17^{\circ} 02' 21''$ East a distance of 150.19 feet to a point; thence South $73^{\circ} 38' 00''$ East a distance of 642.74 feet to a point; thence North $01^{\circ} 41' 19''$ West a distance of 119.39 feet to a point; thence North $89^{\circ} 44' 29''$ East a distance of 184.64 feet to a point on the westerly right of way of Middleton Road; thence South $00^{\circ} 15' 31''$ East a distance of 432.67 feet along said right of way to the POINT OF BEGINNING.

PARCEL 6

This parcel is a portion of the Southwest of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter corner), said corner monumented with an aluminum disk; thence North $89^{\circ} 22' 22''$ East a distance of 40.01 feet along the north boundary of said Southwest Quarter to a point; thence South $00^{\circ} 47' 33''$ West a distance of 50.01 feet parallel with and 40.00 feet east of the west boundary of said Southwest Quarter to a point; thence North $89^{\circ} 22' 22''$ East a distance of 982.38 feet parallel with and 50.00 feet south of the north boundary of Southwest Quarter to a point on the west boundary of North Slope at Hunter's Point Planned Unit Development "A Golf Community"; thence South $00^{\circ} 01' 06''$ East a distance of 124.29 feet along said west boundary to the southwest corner of said North Slope at Hunter's Point Planned Unit Development "A Golf Community"; thence along the southerly boundary of said North Slope at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence South $70^{\circ} 52' 03''$ East a distance of 422.62 feet to a point; thence South $66^{\circ} 04' 11''$ East a distance of 908.23 feet to the southeast corner of said North Slope at Hunter's Point Planned Unit Development "A Golf Community", said point also being a point on the westerly boundary of Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community"; thence along the westerly boundary of said Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence South $00^{\circ} 11' 03''$ West a distance of 98.62 feet to the beginning curve; thence along said curve turning to the right through an angle of $24^{\circ} 00' 53''$, having a radius of 372.00 feet, and whose long chord bears South $12^{\circ} 08' 35''$ West a distance of 154.78 feet to a point; thence leaving said westerly boundary South $62^{\circ} 18' 57''$ East a distance of 56.09 feet to the POINT OF BEGINNING, said point being a point on the southerly boundary of Sunrise Crossing; thence along the southerly boundary of said Sunrise Crossing at Hunter's Point Planned Unit Development "A Golf Community" the following course and distances; thence

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South 62° 18' 57" East a distance of 239.62 feet to a point; thence
South 88° 35' 08" East a distance of 73.03 feet to a point on the right of way and the beginning of a curve; thence
along said right of way the following courses and distances; thence
along said curve turning to the right through an angle of 05° 19' 46", having a radius of 400.00 feet, and whose
long chord bears South 13° 22' 44" West a distance of 37.19 feet to a point; thence
South 22° 29' 37" West a distance of 35.61 feet to a point; thence
South 16° 02' 37" West a distance of 17.51 feet to the beginning of a curve; thence
along said curve turning to the right through 86° 37' 54", having a radius of 20.00 feet, and whose long chord
bears South 59° 21' 34" West a distance of 27.44 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 11° 15' 40", having a radius of 177.50 feet, and whose long
chord bears North 82° 57' 19" West a distance of 34.83 feet to a point; thence
North 88° 35' 08" West a distance of 140.04 feet to the beginning of a curve; thence
along said curve turning to the right through an angle of 28° 56' 25", having a radius of 122.50 feet, and whose
long chord bears North 74° 06' 56" West a distance of 61.22 feet to a point; thence
North 59° 38' 44" West a distance of 74.06 feet to the beginning of a curve; thence
along said curve turning to the right through an angle of 90° 00' 00", having a radius of 20.00 feet, and whose
long chord bears North 14° 38' 44" West a distance of 28.28 feet to a point; thence
North 30° 21' 16" East a distance of 99.33 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 05° 44' 29", having a radius of 428.00 feet, and whose long
chord bears North 27° 29' 02" East a distance of 42.87 feet to the POINT OF BEGINNING.

PARCEL 7

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, (West Quarter corner), said corner
monumented with an aluminum disk; thence
North 89° 22' 22" East a distance of 2742.16 feet along the north boundary of said Southwest Quarter to the
northeast corner of said Southwest Quarter; thence
South 00° 17' 14" East a distance of 1187.70 feet along the east boundary of said Southwest Quarter to the POINT
OF BEGINNING; thence continuing along said east boundary
South 00° 17' 14" East a distance of 121.64 feet to a point on the northerly right of way; thence
along the northerly and easterly right of way the following courses and distances; thence
South 88° 59' 36" West a distance of 13.25 feet to the beginning of a curve; thence
along said curve turning to the right through an angle of 32° 59' 32", having a radius of 122.00 feet, and whose
long chord bears North 74° 30' 37" West a distance of 69.28 feet to a point; thence
North 58° 00' 51" West a distance of 94.12 feet to the beginning of a curve; thence
along said curve turning to the right through an angle of 74° 03' 28", having a radius of 20.00 feet, and whose
long chord bears North 20° 59' 07" West a distance of 24.09 feet to a point; thence
North 16° 02' 37" East a distance of 44.87 feet to a point; thence
North 09° 31' 35" East a distance of 35.24 feet to a point; thence
South 72° 36' 39" East a distance of 156.80 feet to the POINT OF BEGINNING.

PARCEL 8

EXHIBIT "A"

A parcel of land being a portion of the East Half of the Southwest Quarter and a portion of Government Lot 3 and a portion of Government Lot 4 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of said Government Lot 3, (West Quarter corner), said corner monumented with a 3 inch diameter aluminum disk; thence North 89° 22' 22" East, a distance of 40.01 feet along the northerly boundary of said Government Lot 3 to a point; thence South 00° 47' 33" West a distance of 650.35 feet along a line that is 40.00 feet east of and parallel with the westerly boundary of said Government Lot 3 to a point; thence South 81° 20' 30" East a distance of 122.04 feet to a point; thence through a curve to the left with a central angle of 32° 12' 34", a radius of 250.00 feet, and a long chord which bears North 82° 33' 14" East a distance of 138.70 feet to a point; thence North 66° 26' 57" East a distance of 109.14 feet to a point; thence through a curve to the right with a central angle of 33° 01' 47", a radius of 190.00 feet, and a long chord which bears North 82° 57' 50" East a distance of 108.02 feet to a point; thence South 80° 31' 16" East a distance of 89.75 feet to a point; thence South 72° 18' 50" East a distance of 111.56 feet to a point; thence South 68° 34' 22" East a distance of 368.35 feet to a point; thence South 85° 20' 04" East a distance of 101.79 feet to a point; thence South 36° 36' 26" East a distance of 66.94 feet to a point; thence South 65° 59' 23" East a distance of 149.97 feet to the POINT OF BEGINNING; thence continuing South 65° 59' 23" East a distance of 156.94 feet to a point; thence South 02° 49' 09" East a distance of 292.72 feet to a point; thence South 59° 38' 44" East a distance of 459.85 feet to a point; thence through a curve to the left with a central angle of 90° 00' 00", a radius of 20.00 feet, and a long chord which bears North 75° 21' 16" East a distance of 28.28 feet to a point; thence South 25° 53' 56" West a distance of 74.13 feet to a point; thence through a curve to the left with a central angle of 81° 05' 20", a radius of 20.00 feet, and a long chord which bears North 19° 06' 04" West a distance of 26.00 feet to a point; thence North 59° 38' 44" West a distance of 345.23 feet to a point; thence South 10° 32' 57" West a distance of 40.71 feet to a point; thence North 55° 37' 48" West a distance of 83.25 feet to a point; thence South 88° 28' 05" West a distance of 173.23 feet to a point; thence North 00° 47' 33" East a distance of 446.81 feet parallel with the west boundary of said Government Lot 3 to the POINT OF BEGINNING.

PARCEL 9

A parcel of land being a portion of the East Half of the Southwest Quarter and a portion of Government Lot 3 and a portion of Government Lot 4 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of said Government Lot 3, (West Quarter corner), said corner monumented with a 3 inch diameter aluminum disk; thence North 89° 22' 22" East a distance of 40.01 feet along the northerly boundary of said Government Lot 3 to a point; thence

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South 00° 47' 33" West a distance of 650.35 feet along a line that is 40.00 feet east of and parallel with the westerly boundary of said Government Lot 3 to a point; thence
South 81° 20' 30" East a distance of 122.04 feet to a point; thence
through a curve to the left with a central angle of 32° 12' 34", a radius of 250.00 feet, and a long chord which
bears North 82° 33' 14" East a distance of 138.70 feet to a point; thence
North 66° 26' 57" East a distance of 109.14 feet to a point; thence
through a curve to the right with a central angle of 33° 01' 47", a radius of 190.00 feet, and a long chord which
bears North 82° 57' 50" East a distance of 108.02 feet to a point; thence
South 80° 31' 16" East a distance of 89.75 feet to a point; thence
South 72° 18' 50" East a distance of 111.56 feet to a point; thence
South 68° 34' 22" East a distance of 368.35 feet to a point; thence
South 85° 20' 04" East a distance of 101.79 feet to a point; thence
South 36° 36' 26" East distance of 66.94 feet to a point; thence
South 65° 59' 23" East a distance of 306.89 feet to the POINT OF BEGINNING; thence
North 85° 33' 07" East a distance of 316.04 feet to a point; thence
South 59° 05' 13" East a distance of 380.54 feet to a point; thence
South 30° 21' 16" West a distance of 401.68 feet to a point; thence
through a curve to the right with a central angle of 90° 00' 00", a radius of 20.00 feet, and a long chord which
bears South 75° 21' 16" West a distance of 28.28 feet to a point; thence
North 59° 38' 44" West a distance of 459.85 feet to a point; thence
North 03° 49' 09" West a distance of 292.72 feet to the POINT OF BEGINNING.

PARCEL 9A: (Road Way Remainder)

This parcel is a portion of the Southwest Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the southeast corner of said Southwest Quarter, (South Quarter corner), said corner
monumented with a 5/8 inch iron pin; thence
North 00° 17' 14" West a distance of 1037.59 feet along the east boundary of the Southwest Quarter to the POINT
OF BEGINNING; thence
South 86° 49' 32" West a distance of 1.15 feet to a point; thence
North 08° 43' 12" West a distance of 196.92 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 66° 21' 14", having a radius of 20.00 feet, and whose long
chord bears North 41° 53' 49" West a distance of 21.89 feet to a point of reverse curve; thence
along said curve turning to the right through 17° 03' 35", having a radius of 177.00 feet, and whose long chord
bears North 66° 32' 39" West a distance of 52.51 feet to the beginning of a curve; thence
North 58° 00' 51" West a distance of 139.48 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 30° 34' 17", having a radius of 115.00 feet, and whose long
chord bears North 73° 18' 00" West a distance of 60.64 feet to a point; thence
North 88° 35' 08" West a distance of 153.55 feet to the beginning of a curve; thence
along said curve turning to the right through an angle of 28° 56' 25", having a radius of 189.50 feet, and whose
long chord bears North 74° 06' 56" West a distance of 94.70 feet to a point; thence
North 59° 38' 44" West a distance of 72.06 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.00 feet, and whose long
chord bears South 75° 21' 16" West a distance of 28.28 feet to a point; thence
South 30° 21' 16" West a distance of 411.85 feet to a point; thence
North 49° 01' 33" West a distance of 56.98 feet to a point; thence

EXHIBIT "A"

North 30° 21' 16" East a distance of 403.35 feet to a point; thence
North 28° 10' 22" East a distance of 52.54 feet to a point; thence
North 30° 21' 16" East a distance of 151.84 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 06° 12' 15", having a radius of 372.00 feet, and whose long
chord bears North 27° 15' 09" East a distance of 40.26 feet to a point; thence
South 62° 18' 57" East a distance of 56.09 feet to the beginning of a curve; thence
along said curve turning to the right through an angle of 05° 44' 29", having a radius of 428.00 feet, and whose
long chord bears South 27° 29' 02" West a distance of 42.87 feet to a point; thence
South 30° 21' 16" West a distance of 99.34 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 90° 00' 00", having a radius of 20.00 feet, and whose long
chord bears South 14° 38' 44" East a distance of 28.28 feet to a point; thence
South 59° 38' 44" East a distance of 74.06 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 28° 56' 25", having a radius of 122.50 feet, and whose long
chord bears South 74° 06' 56" East a distance of 61.22 feet to a point; thence
South 88° 35' 08" East a distance of 140.04 feet to the beginning of a curve; thence
along said curve turning to the right through an angle of 11° 15' 40", having a radius of 177.50 feet, and whose
long chord bears South 82° 57' 19" East a distance of 34.83 feet to a point of reverse curve; thence
along said curve turning to the left through an angle of 86° 37' 54", having a radius of 20.00 feet, and whose long
chord bears North 59° 21' 34" East a distance of 27.44 feet to a point; thence
North 16° 02' 37" East a distance of 17.51 feet to a point; thence
North 22° 29' 37" East a distance of 35.61 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 05° 19' 46", having a radius of 400.00 feet, and whose long
chord bears North 13° 22' 44" East a distance of 37.19 feet to a point; thence
South 41° 11' 33" East a distance of 68.65 feet to a point; thence
South 09° 31' 35" West a distance of 35.24 feet to a point; thence
South 16° 02' 37" West a distance of 44.87 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 74° 03' 28", having a radius of 20.00 feet, and whose long
chord bears South 20° 59' 07" East a distance of 24.09 feet to a point; thence
South 58° 00' 51" East a distance of 94.12 feet to the beginning of a curve; thence
along said curve turning to the left through an angle of 32° 59' 32" having a radius of 122.00 feet, and whose long
chord bears South 74° 30' 37" East a distance of 69.28 feet to a point; thence
North 88° 59' 36" East a distance of 13.25 feet to a point on the east boundary of said Southwest Quarter; thence
South 00° 17' 14" East a distance of 265.86 feet to the POINT OF BEGINNING.

PARCEL 10

A parcel of land being a portion of the North Half of the Southwest Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said North Half of the Southwest Quarter, (Center Quarter corner), corner monumented with a 3-inch diameter aluminum disk; thence
South 89° 22' 22" West, a distance of 698.08 feet along the Northerly boundary of said North Half of the Southwest Quarter to the POINT OF BEGINNING; thence leaving the Northerly boundary of said North Half of the Southwest Quarter,
South 00° 37' 38" East, a distance of 40.00 feet to the beginning at a non-tangent curve, monumented with a 5/8 inch diameter iron pin; thence

EXHIBIT "A"

a distance of 31.42 feet along a curve to the right with a radius of 20.00 feet, through a central angle of $90^{\circ} 00' 00''$, the long chord of which bears South $45^{\circ} 37' 38''$ East, a distance of 28.28 feet to a point monumented with a 5/8-inch diameter iron pin; thence tangents to said curve South $00^{\circ} 37' 38''$ East, a distance of 86.26 feet to the beginning of a tangent curve, monumented with a 5/8-inch diameter iron pin; thence a distance of 190.85 feet along a curve to the left with a radius of 442.50 feet, through a central angle of $24^{\circ} 42' 40''$, the long chord of which bears South $12^{\circ} 58' 58''$ East, a distance of 189.37 feet to a point monumented with a 5/8-inch diameter iron pin; thence tangent to said curve South $25^{\circ} 20' 18''$ East, a distance of 85.32 feet to the beginning of a tangent curve, monumented with a 5/8-inch diameter iron pin; thence a distance of 32.00 feet along a curve to the right, with a radius of 20.00 feet through a central angle of $91^{\circ} 40' 06''$, the long chord of which bears South $20^{\circ} 29' 45''$ West, a distance of 28.69 feet to a point monumented with a 5/8-inch diameter iron pin; thence non-tangent to said curve South $34^{\circ} 05' 28''$ East, a distance of 56.94 feet to the beginning of a non-tangent curve, monumented with a 5/8-inch diameter iron pin; thence a distance of 30.83 feet along a curve to the right, with a radius of 20.00 feet, through a central angle of $88^{\circ} 19' 56''$, the long chord of which bears South $69^{\circ} 30' 14''$ East, a distance of 27.87 feet to a point monumented with a 5/8-inch diameter iron pin; thence tangent to said curve South $25^{\circ} 20' 18''$ East, a distance of 53.26 feet to the beginning of a tangent curve, monumented with a 5/8-inch diameter iron pin; thence a distance of 158.12 feet along a curve to the right, with a radius of 372.00 feet, through a central angle of $24^{\circ} 21' 13''$, the long chord of which bears South $13^{\circ} 09' 42''$ East, a distance of 156.93 feet to a point monumented with a 5/8-inch diameter iron pin; thence non-tangent to said curve North $66^{\circ} 04' 11''$ West, a distance of 908.24 feet to a point monumented with a 5/8-inch diameter iron pin; thence North $70^{\circ} 52' 03''$ West, a distance of 422.62 feet to a point monumented with a 5/8-inch diameter iron pin; thence North $00^{\circ} 01' 06''$ West, a distance of 174.29 feet to a point on the Northerly boundary of said North Half of the Southwest Quarter said point monumented with a 5/8-inch diameter iron pin; thence North $89^{\circ} 22' 22''$ East, a distance of 1022.40 feet along the Northerly boundary of said North Half of the Southwest Quarter to the POINT OF BEGINNING.

PARCEL 11

This parcel is a portion of the Southwest of Section 31 Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

BEGINNING at the southeast corner of said Southwest Quarter, (South Quarter corner), said corner monumented with a 5/8 inch iron pin; thence South $88^{\circ} 42' 53''$ West a distance of 210.20 feet along the south boundary of the Southeast Quarter of the Southwest Quarter to a point; thence North $07^{\circ} 15' 20''$ East a distance of 536.90 feet to a point; thence North $05^{\circ} 39' 21''$ East a distance of 414.88 feet to a point; thence North $08^{\circ} 43' 12''$ West a distance of 91.79 feet to a point; thence North $86^{\circ} 49' 32''$ East a distance of 110.32 feet to a point on the east boundary of said Southwest Quarter; thence South $00^{\circ} 17' 14''$ East a distance of 1037.59 feet to the POINT OF BEGINNING.

PARCEL 12

EXHIBIT "A"

A parcel of land being a portion of the Southeast Quarter of the Southwest Quarter and a portion of Southwest Quarter of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said Southeast Quarter of the Southwest Quarter, (South Quarter corner), said corner monumented with a 5/8 inch diameter iron pin; thence South 88° 42' 53" West a distance of 210.19 feet along the southerly boundary of said Southeast Quarter of the Southwest Quarter to a point; thence leaving the southerly boundary of said Southeast Quarter of the Southwest Quarter, North 07° 15' 20" East a distance of 536.90 feet to a point; thence North 05° 39' 21" East a distance of 414.88 feet to a point; thence North 08° 43' 12" West a distance of 91.79 feet to a point; thence North 86° 51' 59" East a distance of 105.50 feet to a point; thence North 85° 38' 59" East a distance of 37.61 feet to a point; thence South 08° 43' 12" East a distance of 25.84 feet to the beginning of a tangent curve right and having a radius of 400.00 feet; thence a distance of 74.99 feet along the arc of said curve, through a central angle of 10° 44' 32", the long chord of which bears South 03° 20' 56" East a distance of 74.89 feet to a point; thence tangent to said curve, South 02° 01' 20" West a distance of 213.65 feet to the beginning of tangent curve left and having a radius of 100.00 feet; thence a distance of 160.61 feet along the arc of said curve, through a central angle of 92° 01' 20", the long chord of which bears South 43° 59' 20" East a distance of 143.90 feet to a point; thence non tangent to said curve, South 0° 48' 14" West a distance of 620.16 feet to a point on the southerly boundary of said Southwest Quarter of the Southeast Quarter; thence South 88° 43' 44" West a distance of 119.50 feet along the southerly boundary of said Southwest Quarter of the Southeast Quarter to the POINT OF BEGINNING.

PARCEL 13

A parcel of land being a portion of the Southwest Quarter of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter of the Southeast Quarter, (South Quarter corner), said corner monumented with a 5/8 inch diameter iron pin; thence North 88° 43' 44" East a distance of 119.50 feet along the southerly boundary of said Southwest Quarter of the Southeast Quarter to a point; thence leaving the southerly boundary of said Southwest Quarter of the Southeast Quarter, North 0° 48' 14" East a distance of 620.16 feet to the POINT OF BEGINNING, said point being the beginning of a non tangent curve right and having a radius of 100.00 feet; thence a distance of 160.61 feet along the arc of said curve, through a central angle of 92° 01' 20", the long chord of which bears North 43° 59' 20" West a distance of 143.90 feet to a point; thence tangent to said curve, North 02° 01' 20" East a distance of 213.65 feet to the beginning of tangent curve left and having a radius of 400.00 feet; thence a distance of 74.99 feet along the arc of said curve, through a central angle of 10° 44' 32", the long chord of which bears North 03° 20' 56" West a distance of 74.89 feet to a point; thence tangent to said curve, North 08° 43' 12" West a distance of 25.84 feet to a point; thence North 85° 38' 59" East a distance of 36.75 feet to a point; thence

EXHIBIT "A"

North 89° 52' 08" East a distance of 65.69 feet to the beginning of a tangent curve right and having a radius of 43.00 feet; thence
a distance of 69.77 feet along the arc of said curve, through a central angle of 92° 57' 41", the long chord of which
bears South 43° 39' 02" East a distance of 62.36 feet to a point; thence tangent to said curve,
South 02° 49' 49" West a distance of 137.39 feet to the beginning of a tangent curve left and having a radius of
100.00 feet; thence
a distance of 162.02 feet along the arc of said curve; through a central angle of 92° 49' 49", the long chord of
which bears South 43° 35' 06" East a distance of 144.87 feet; thence tangent to said curve,
North 90° 00' 00" East a distance of 552.86 feet to the beginning of a non tangent curve right and having a radius
of 193.46 feet; thence
a distance of 223.96 feet along the arc of said curve, through a central angle of 66° 19' 42", the long chord of
which bears South 47° 29' 02" East a distance of 211.66 feet to a point; thence non tangent to said curve,
South 89° 42' 46" West a distance of 385.29 feet to a point; thence
North 66° 43' 50" West a distance of 30.30 feet to a point; thence
South 90° 00' 00" West, a distance of 433.54 feet to the POINT OF BEGINNING.

PARCEL 14

A parcel of land being a portion of the Southwest Quarter of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter of the Southeast Quarter, (South Quarter corner), said corner monumented with a 5/8 inch diameter iron pin; thence
North 88° 43' 44" East a distance of 119.50 feet along the southerly boundary of said Southwest Quarter of the Southeast Quarter to the POINT OF BEGINNING; thence leaving the southerly boundary of said Southwest Quarter of the Southeast Quarter,
North 0° 48' 14" East a distance of 620.16 feet to a point; thence
North 90° 00' 00" East a distance of 433.54 feet to a point; thence
South 66° 43' 50" East a distance of 30.30 feet to a point; thence
North 89° 42' 46" East a distance of 95.29 feet to a point; thence
South 0° 17' 14" East a distance of 596.00 feet parallel with the westerly boundary of said Southwest Quarter of the Southeast Quarter to a point on the southerly boundary of said Southwest Quarter of the Southeast Quarter; thence
South 88° 43' 44" West a distance of 568.50 feet along the southerly boundary of said Southwest Quarter of the Southeast Quarter to the POINT OF BEGINNING.

PARCEL 15

A parcel of land being a portion of the South Half of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said South Half of the Southeast Quarter, (section corner common to sections 31, 32, 5 and 6), said corner monumented with a 3 inch diameter brass disk; thence
North 00° 15' 31" West a distance of 530.97 feet along the easterly boundary of said South Half of the Southeast Quarter to the POINT OF BEGINNING; thence
North 89° 35' 58" West a distance of 214.86 feet to a point; thence
South 28° 15' 38" West a distance of 113.60 feet to a point; thence

EXHIBIT "A"

North 73° 38' 00" West a distance of 603.68 feet to a point on the easterly right of way of the Thacker Lateral; thence
North 16° 33' 03" West a distance of 142.83 feet along the easterly right of way of said Thacker Lateral to a point; thence
North 26° 25' 20" West a distance of 7.47 feet along the easterly right of way of said Thacker Lateral to a point; thence leaving the easterly right of way of said Thacker Lateral,
North 64° 06' 42" West a distance of 731.53 feet to a point; thence
North 72° 49' 42" West a distance of 52.13 feet to a point; thence
North 81° 32' 41" West a distance of 346.09 feet to a point; thence
North 01° 00' 24" West a distance of 125.36 feet to a point on the northerly boundary of said South Half of the Southeast Quarter and the southerly boundary of Carriage Hill Subdivision No. 2 as on file in Book 30 of Plats at Page 41 in the Office of the Recorder of Canyon County, Idaho; thence
North 88° 59' 36" East a distance of 1484.55 feet along the northerly boundary of said South Half of the Southeast Quarter and the southerly boundary of said Carriage Hill Subdivision No. 2 to a point on the westerly right of way of Robinson Lateral; thence
along the westerly right of way of said Robinson Lateral the following courses and distances; thence
South 45° 23' 59" East a distance of 56.68 feet to the beginning of a tangent curve right and having a radius of 129.00 feet; thence
a distance of 83.59 feet along the arc of said curve, through a central angle of 37° 07' 38", the long chord of which bears South 26° 50' 11" East a distance of 82.14 feet to a point; thence tangent to said curve,
South 08° 16' 22" East a distance of 124.71 feet to a point; thence
South 17° 57' 33" East a distance of 91.64 feet to a point; thence
South 31° 21' 53" East a distance of 101.17 feet to the beginning of a tangent curve right and having a radius of 221.00 feet; thence
a distance of 109.31 feet along the arc of said curve, through a central angle of 28° 20' 20", the long chord of which bears South 17° 11' 55" East a distance of 108.20 feet to the beginning of a reverse curve left and having a radius of 202.00 feet; thence
a distance of 94.20 feet along the arc of said curve, through a central angle of 26° 43' 09", the long chord of which bears South 16° 23' 20" East a distance of 93.35 feet to a point; thence tangent to said curve,
South 29° 45' 21" East a distance of 71.63 feet to the beginning of a tangent curve right and having a radius of 90.00 feet; thence
a distance of 16.30 feet along the arc of said curve, through a central angle of 10° 22' 47", the long chord of which bears South 24° 33' 58" East a distance of 16.28 feet to a point; thence leaving the westerly right of way of said Robinson Lateral and non tangent to said curve,
South 89° 35' 58" East a distance of 182.75 feet to a point on the easterly boundary of said South Half of the Southeast Quarter; thence
South 0° 15' 31" East a distance of 71.00 feet along the easterly boundary of said South Half of the Southeast Quarter to the POINT OF BEGINNING.

PARCEL 15A

A parcel of land being a portion of the South Half of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said South Half of the Southeast Quarter, (section corner common to sections 31, 32, 5 and 6) said corner monumented with a 3 inch diameter brass disk; thence

EXHIBIT "A"

North $0^{\circ}15'31''$ West, a distance of 1291.25 feet along the easterly boundary of said South Half of the Southeast Quarter to the Northeast corner of said South Half of the Southeast Quarter (South $1/16$ corner common to sections 31 and 32); thence

South $88^{\circ}59'36''$ West, a distance of 50.00 feet along the northerly boundary of said South Half of the Southeast Quarter to a point lying 50.00 feet Westerly of the easterly boundary of said South Half of the Southeast Quarter, said point being the POINT OF BEGINNING; thence continuing

South $88^{\circ}59'36''$ West, of a distance of 406.65 feet along the northerly boundary of said South Half of the Southeast Quarter to a point on the westerly right of way of Robinson Lateral; thence along the westerly right of way of Robinson Lateral the following courses and distances: thence

South $45^{\circ}23'59''$ East, a distance of 56.68 feet to the beginning of a tangent curve right and having a radius of 129.00 feet; thence

a distance of 83.59 feet along the arc of said curve, through a central angle of $37^{\circ}07'38''$, the long chord of which bears South $26^{\circ}50'11''$ East, a distance of 82.14 feet to a point; thence tangents to said curve,

South $08^{\circ}16'22''$ East, a distance of 124.71 feet to a point; thence

South $17^{\circ}57'33''$ East, a distance of 91.64 feet to a point; thence

South $31^{\circ}21'53''$ East, a distance of 101.17 feet to the beginning of a tangent curve right and having a radius of 221.00 feet; thence

a distance of 109.31 feet along the arc of said curve, through a central angle of $28^{\circ}20'20''$, the long chord of which bears South $17^{\circ}11'55''$ East, a distance of 108.20 feet to the beginning of a reverse curve left and having a radius of 202.00 feet; thence

a distance of 6.08 feet along the arc of said curve, through a central angle of $01^{\circ}43'31''$, the long chord of which bears South $03^{\circ}53'31''$ East, a distance of 6.08 feet to a point; thence leaving the westerly right of way of said Robinson Lateral and non tangent to said curve,

South $89^{\circ}35'58''$ East, a distance of 200.28 feet to a point lying 50.00 feet westerly of the easterly boundary of said South Half of the Southeast Quarter; thence

North $00^{\circ}15'31''$ West, a distance of 528.06 feet along a line that lies 50.00 feet to westerly of and parallel with the easterly boundary of said South Half of the Southeast Quarter to the POINT OF BEGINNING.

PARCEL 15B

A parcel of land being a portion of the South Half of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said South Half of the Southeast Quarter, (section corner common to sections 31, 32, 5 and 6), said corner monumented with a 3 inch diameter brass disk; thence

North $00^{\circ}15'31''$ West a distance of 597.80 feet along the easterly boundary of said South Half of the Southeast Quarter to a point; thence

South $89^{\circ}44'29''$ West a distance of 50.00 feet to a point on the westerly right-of-way of Middleton Road, said point being the POINT OF BEGINNING; thence

North $00^{\circ}15'31''$ West a distance of 692.80 feet along said westerly right-of-way to a point on the north boundary of said South Half of the Southeast Quarter; thence

South $88^{\circ}59'36''$ West a distance of 406.66 feet along the northerly boundary of said South Half of the Southeast Quarter to a point on the westerly right of way of Robinson Lateral; thence

along the westerly right of way of said Robinson Lateral the following courses and distances; thence

South $45^{\circ}23'59''$ East a distance of 56.67 feet to the beginning of a tangent curve right and having a radius of 129.00 feet; thence

a distance of 83.59 feet along the arc of said curve, through a central angle of $37^{\circ}07'38''$, the long chord of which bears South $26^{\circ}50'11''$ East a distance of 82.14 feet to a point; thence tangent to said curve,

EXHIBIT "A"

South $08^{\circ} 16' 22''$ East a distance of 124.71 feet to a point; thence
South $17^{\circ} 57' 33''$ East a distance of 91.64 feet to a point; thence
South $31^{\circ} 21' 53''$ East a distance of 101.17 feet to the beginning of a tangent curve right and having a radius of 221.00 feet; thence
a distance of 109.31 feet along the arc of said curve, through a central angle of $28^{\circ} 20' 20''$, the long chord of which bears South $17^{\circ} 11' 55''$ East a distance of 108.20 feet to the beginning of a reverse curve left and having a radius of 202.00 feet; thence
a distance of 60.22 feet along the arc of said curve, through a central angle of $17^{\circ} 04' 47''$, the long chord of which bears South $11^{\circ} 34' 09''$ East a distance of 59.99 feet to a point; thence
South $01^{\circ} 41' 19''$ East a distance of 114.35 feet to a point; thence leaving the westerly right of way of said Robinson Lateral and non tangent to said curve,
North $89^{\circ} 44' 29''$ East a distance of 186.03 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

A parcel of land being a portion of the South Half of the Southeast Quarter of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said South Half of the Southeast Quarter, (section corner common to sections 31, 32, 5 and 6) said corner monumented with a 3 inch diameter brass disk; thence
North $0^{\circ} 15' 31''$ West, a distance of 1291.25 feet along the easterly boundary of said South Half of the Southeast Quarter to the Northeast corner of said South Half of the Southeast Quarter (South $1/16$ corner common to sections 31 and 32); thence
South $88^{\circ} 59' 36''$ West, a distance of 50.00 feet along the northerly boundary of said South Half of the Southeast Quarter to a point lying 50.00 feet Westerly of the easterly boundary of said South Half of the Southeast Quarter, said point being the POINT OF BEGINNING; thence continuing
South $88^{\circ} 59' 36''$ West, of a distance of 406.65 feet along the northerly boundary of said South Half of the Southeast Quarter to a point on the westerly right of way of Robinson Lateral; thence along the westerly right of way of Robinson Lateral the following courses and distances: thence
South $45^{\circ} 23' 59''$ East, a distance of 56.68 feet to the beginning of a tangent curve right and having a radius of 129.00 feet; thence
a distance of 83.59 feet along the arc of said curve, through a central angle of $37^{\circ} 07' 38''$, the long chord of which bears South $26^{\circ} 50' 11''$ East, a distance of 82.14 feet to a point; thence tangents to said curve,
South $08^{\circ} 16' 22''$ East, a distance of 124.71 feet to a point; thence
South $17^{\circ} 57' 33''$ East, a distance of 91.64 feet to a point; thence
South $31^{\circ} 21' 53''$ East, a distance of 101.17 feet to the beginning of a tangent curve right and having a radius of 221.00 feet; thence
a distance of 109.31 feet along the arc of said curve, though a central angle of $28^{\circ} 20' 20''$, the long chord of which bears South $17^{\circ} 11' 55''$ East, a distance of 108.20 feet to the beginning of a reverse curve left and having a radius of 202.00 feet; thence
a distance of 6.08 feet along the arc of said curve, through a central angle of $01^{\circ} 43' 31''$, the long chord of which bears South $03^{\circ} 53' 31''$ East, a distance of 6.08 feet to a point; thence leaving the westerly right of way of said Robinson Lateral and non tangent to said curve,
South $89^{\circ} 35' 58''$ East, a distance of 200.28 feet to a point lying 50.00 feet westerly of the easterly boundary of said South Half of the Southeast Quarter; thence
North $00^{\circ} 15' 31''$ West, a distance of 528.06 feet along a line that lies 50.00 feet to westerly of and parallel with the easterly boundary of said South Half of the Southeast Quarter to the POINT OF BEGINNING.

EXHIBIT "A"

PARCEL 16

Lots 2 to 16 in Block 1 of ROYAL RIDGE SUBDIVISION, according to the official plat thereof, filed in Book 38 of Plats at Page(s) 3, official records of Canyon County, Idaho.

PARCEL 16A

Common Area Lots 1 and 17 in Block 1, Lot 1 in Block 2, and Lot 1 Block 3, of ROYAL RIDGE SUBDIVISION, according to the official plat thereof, filed in Book 38 of Plats at Page(s) 3, official records of Canyon County, Idaho.

PARCEL 17

Lots 1 to 17 in Block 5, Lots 8, 9 and 10 in Block 4, and Lots 24 to 48 in Block 1, all in HERRON SPRINGS NO. 2 SUBDIVISION, according to the official plat thereof, filed in Book 37 of Plats at Page(s) 50, official records of Canyon County, Idaho.

PARCEL 17A

Common Area Lot 49 in Block 1, Lot 18 in Block 5, Lot 1 in Block 9, Lot 1 in Block 10, and and Lot 1 in Block 11, all in HERRON SPRINGS NO. 2 SUBDIVISION, according to the official plat thereof, filed in Book 37 of Plats at Page(s) 50, official records of Canyon County, Idaho.

PARCEL 18

Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16 and 17 in Block 1; and Lots 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 in Block 2 of SUNRISE CROSSING, AT HUNTER'S POINT PLANNED UNIT DEVELOPMENT, according to the official plat thereof, filed in Book 37 of Plats at Page(s) 48, official records of Canyon County, Idaho.

PARCEL 18A

Common Area Lot 1 in Block 2, Lot 1 in Block 3, Lot 1 in Block 4, and Lot 1 in Block 5, of SUNRISE CROSSING, AT HUNTER'S POINT PLANNED UNIT DEVELOPMENT, according to the official plat thereof, filed in Book 37 of Plats at Page(s) 48, official records of Canyon County, Idaho.

PARCEL 19

Common Area Lots 1, 18 and 30 in Block 1, Lots 4 and 18 in Block 2, Lot 1 in Block 3, Lot 1 in Block 4, Lot 1 in Block 5, Lot 1 in Block 6, and Lot 1 in Block 7, of MILLER CROSSING AT HUNTER'S POINT PLANNED UNIT DEVELOPMENT, Canyon County, Idaho, according to the Official Plat thereof, filed in Book 37 of Plats at Page(s) 32, records of said County.

PARCEL 20

Common Area Lot 1 in Block 6, Lot 1 in Block 7, and Lot 1 in Block 8, of HERRON SPRINGS NO. 1, at Hunter's Point Planned Unit Development, Canyon County, Idaho, according to the Official Plat thereof, filed in Book 37 of Plats at Page(s) 25, records of said County.

ORIGINAL

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Attorney for the Plaintiff

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

HOPKINS NORTHWEST FUND, L.L.C.,)
an Idaho limited liability company,)

Plaintiff,)

-vs-)

Case No. CV08-1242-C

GREGORY O. BULLOCK and)
JEANETTE E. BULLOCK, husband and wife;)
HUNTER'S POINT DEVELOPMENT)
CORPORATION, an Idaho corporation;)
HUNTER'S POINT GOLF COMMUNITY,)
LLC, an Idaho limited liability company;)
LANDSCAPES UNLIMITED, L.L.C., a)
Nebraska limited liability company;)
LANCO, INC., an Idaho corporation;)
RICHARD DINES; BEUS EXCAVATION,)
LLC, an Idaho limited liability company;)
ADVANCED CONCRETE, INC., an Idaho)
corporation; BUILD 4 U, INC., an Idaho)
corporation; KMO, INC., an Idaho corporation;)
MATZDORFF RESOURCES, LLC, an)
Idaho limited liability company, d/b/a/)
Mike's Sand & Gravel; and THE CITY OF)
NAMPA, IDAHO, an Idaho municipality,)

Defendants.)

EXHIBITS TO PLAINTIFF'S COMPLAINT

PACKET 2 OF 3

(Exhibits 8-14)

HOPKINS V. BULLOCK, ET AL

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PACKET NO. 2

8	Amendment to Deed of Trust dated November 12, 2007	8
9	Amendment to Deed of Trust dated December 28, 2007	9
10	Security Agreement dated August 14, 2006	10
11	UCC Financing Statement dated August 14, 2006, filed with Idaho Secretary of State	11
12	UCC Financing Statement dated August 14, 2006, filed with Recorder, Canyon County, Idaho	12
13	Constuction Loan Disbursement and Withhold Agreement dated August 14, 2006	13
14	Payment Reserve Agreement dated August 14, 2006	14

PACKET NO. 3

15	Assignment of Membership Interest in Bullock-King Investment, LLC dated August 14, 2006	15
16	Memorandum of Assignment of Membership Interest in Bullock-King	16
17	Assignment of Contract dated August 14, 2006 (Bullocks, buyer; Shanks, seller)	17
18	Memorandum of Assignment (of Contract)	18
19	Letter Agreement between Plaintiff and Bullocks dated April 12, 2007	19
20	Forbearance Agreement dated May 4, 2007	20
21	Hold Harmless Agreement dated June 11, 2007	21
22	Promissory Note dated May 24, 2007 (\$407,500.00 principal)	22
23	Deed of Trust dated June 19, 2007	23
24	Released Residential Lots	24

INSTRUMENT 2008003319

REQUEST
TYPE *Spec* FEE \$100

PIONEER TITLE COMPANY

WILLIAM J. ROBERT
CANYON COUNTY RECORDER
BY *J. W. W. W.*

2007 NOV 16 PM 4 48

RECORDED

Return to:

Hopkins Loan Services
Attn: Jessica Knickerbocker
910 E. Carol St.
Meridian, ID 83646

200710345

(Space for Recording Information)

*Re-recorded to
Correct History*

AMENDMENT OF NOVEMBER 12, 2007
TO THE DEED OF TRUST AND SECURITY AGREEMENT

THE PARTIES hereto are the following:

Hunter's Point Development Corporation, an Idaho corporation, Hunter's Point Golf Community, LLC, an Idaho limited liability company, and Gregory O. Bullock and Jeanette E. Bullock, husband and wife, hereinafter referred to as "Borrowers"; and,

Hopkins Northwest Fund, LLC, an Idaho limited liability company, hereinafter referred to as "Lender".

AGREEMENT: The parties hereto hereby enter into this agreement (herein called "this amendment") and hereby mutually agree as follows:

01. **EFFECTIVE DATE: NOVEMBER 12, 2007.** The foregoing date is the "effective date" of this amendment even though one or more of the parties signed this amendment before or after such date.

02. **SUBJECT CONTRACTS.** On August 14, 2006, the Borrowers and the Lender entered into that certain document entitled "Promissory Note" ("Subject Promissory Note" herein) and that certain document entitled "Master Credit Agreement" ("Subject Master Credit Agreement" herein) and that certain document entitled "Deed of Trust and Security Agreement" ("Subject Deed of Trust" herein) dated August 14, 2006, and recorded on August 14, 2006, in the Office of the Recorder for Canyon County, Idaho, as Instrument No. 200666364, secured by the Subject Deed of Trust along with a "Security Agreement" and "UCC-1 Lien" ("Subject Contracts" herein) securing the Subject Promissory Note and the Subject Master Credit Agreement with that collateral described as follows:

Golf Course-Clubhouse (Parcel 9)
Overflow Parking Lot (Parcel 6)
Golf Course Holes 8&9 (Parcel 3)
Holes 11-16 (Parcel 1)
Holes 10,17,18 (Parcel 2)
The West Portion of South Basin (Parcel 11)
Circling Raven (Parcel 15)
Circling Raven RP Lot (Parcel 15A)
Golf Course Holes 1,2,6&7 (Parcel 4)
~~North Slope~~ (Parcel 10)
South Slope (Parcel 14)
Monarch Slope (Parcel 13)
The East Portion of South Basin (Parcel 12)
Heron II (Parcel 17)
Golf Course Holes 3,4,&5 (Parcel 5)
Circling Raven Apartments (Parcel 15a)
Royal Ridge (Parcel 16)
Road Right of Ways (Parcel 1a,2a,3a)

Assignment of LLC interest in Board Creek, LLC of 11 acres near Midway and Orchard as referred to in Title One's Title Commitment #C0615433

Sunrise Crossing unsold Lots (Parcel 18) as referred to in Title One's Title Commitment #C0615706

Shank Option for The Rim, Lookout Ridge & Lookout Basin as referred to in Title One's Title Commitment #C0615706

Assignment of LLC interest in Bullock-King and B&F Inc. of the Thuesson Contracted property as referred to in Title One's Title Commitment #C0615698

03. BASIS OF THIS AMENDMENT. Each party hereby separately represents, warrants and agrees as follows:

(a) On August 14, 2006, the parties entered into the Subject Deed of Trust, the Subject Master Credit Agreement, the Subject Promissory Note and other documents in connection with the loan from the Lender to the Borrowers set forth in the Subject Promissory Note ("Subject Loan Transaction" herein).

(b) The Subject Loan Transaction includes numerous security interests in various real properties and personal properties and is by reason thereof more complex than the usual loan transaction.

(c) In preparation of documents to close the Subject Loan Transaction, the Borrowers provided the Lender with the legal description to that real property ("Subject Premises" herein) described in Exhibit A which is attached hereto and by this reference incorporated herein.

(d) The parties intended to include the Subject Premises as part of the real property which would secure the loan documented in the Subject Loan Transaction.

(e) The Borrowers Gregory O. Bullock and Jeanette E. Bullock, husband and wife, owned when the Subject Loan Transaction was negotiated and closed and still own the real property described in Exhibit A subject to the following:

(i) Deed of Trust to secure an indebtedness of \$42,000.00 dated February 3, 2006, wherein Gregory O. Bullock, a married man, appears as Grantor; Title One appears as Trustee, and Mortgage Electronic Registration Systems, Inc., appears as Beneficiary, which Deed of Trust was recorded February 7, 2006, as Instrument No. 200609027, in the records of Canyon County, Idaho.

(ii) Deed of Trust to secure an indebtedness of \$168,000.00 dated February 3, 2006, wherein Gregory O. Bullock, a married man, appears as Grantor; Title One appears as Trustee, and Mortgage Electronic Registration Systems, Inc., appears as Beneficiary, which Deed of Trust was recorded February 7, 2006, as Instrument No. 200609028, in the records of Canyon County, Idaho.

(f) In the hurry-up efforts made by both the Lender and the Borrowers to pull all security interests together and close the Subject Loan Transaction, the Subject Premises were overlooked and were not included with the other real property described in the Subject Deed of Trust.

(g) The parties by this amendment intend to correct that omission of the Subject Premises from the Subject Deed of Trust.

The foregoing provisions of this amendment are binding representations, warranties and agreements of the parties and are not mere recitals.

04. **CONSIDERATION.** The Borrowers enter into this amendment for and in consideration of the sum of \$1,000.00 paid by the Lender to the Borrowers, the receipt and sufficiency of which are hereby acknowledged by the Borrowers.

05. **AMENDMENT INCLUDING SUBJECT PREMISES IN SUBJECT DEED OF TRUST.** The Subject Deed of Trust is hereby amended and as amended shall include the Subject Premises as additional real property described in the Subject Deed of Trust and as additional security for the performance of all of the obligations of the Grantors secured by the Subject Deed of Trust to the same effect as if the Subject Premises were described in the Subject Deed of Trust at the signing of the Subject Deed of Trust by the Borrowers.

06. **OTHER PROVISIONS UNCHANGED.** All of the other provisions of the Subject Contracts are and shall remain in full force and effect and are not changed or altered in any

respect by this amendment except to add the Subject Premises as additional security to the Subject Deed of Trust as provided in paragraph 05 of this amendment.

07. **LIABILITY - JOINT AND SEVERAL.** The liability of all parties hereto who agree herein to perform any provision of this amendment shall be joint and several.

08. **BINDING EFFECT.** The agreements herein shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties to this amendment.

SIGNED BY THE BORROWERS:

Hunter's Point Development Corporation

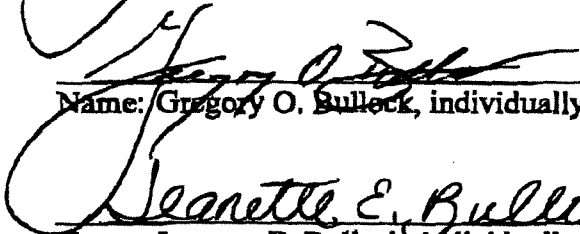
By 
Name: Gregory O. Bullock, its President

11-13-07
(Date Signed)

Hunter's Point Golf Community, LLC

By 
Name: Gregory O. Bullock, its authorized member

11-13-07
(Date Signed)


Name: Gregory O. Bullock, individually

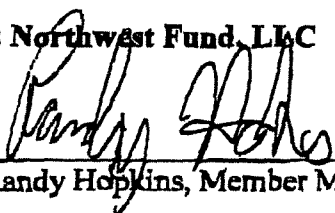
11-13-07
(Date Signed)


Name: Jeanette E. Bullock, individually

11-13-07
(Date Signed)

SIGNED BY THE LENDER:

Hopkins Northwest Fund, LLC

By 
Name: Randy Hopkins, Member Manager

11/10/07
(Date Signed)

STATE OF IDAHO, County of Canyon) ss

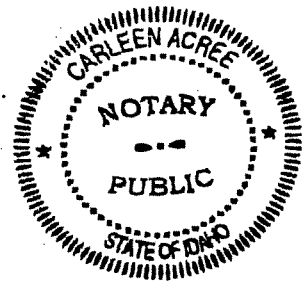
On this date, before me, the undersigned notary public for such state, personally appeared **Gregory O. Bullock**, known to me to be the president of **Hunter's Point Development Corporation**, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and seal on November 13, 2007

Carleen Acree Notary Public.

Residing at: nanpa, Idaho.

My Commission Expires: 3-9-2010



STATE OF IDAHO, County of Canyon) ss

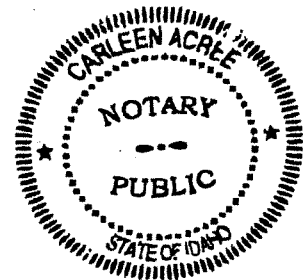
On this date, before me, the undersigned notary public for such state, personally appeared **Gregory O. Bullock**, known to me to be the authorized member of **Hunter's Point Golf Community, LLC**, the limited liability company that executed the within instrument, and acknowledged to me that such limited liability company executed the same.

WITNESS my hand and seal on November 13, 2007

Carleen Acree Notary Public.

Residing at: nanpa, Idaho.

My Commission Expires: 3-9-2010



STATE OF IDAHO, County of Canyon) ss

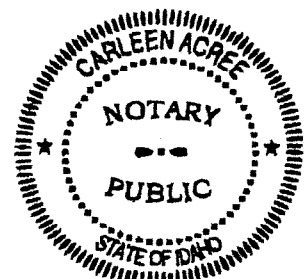
On this date, before me, the undersigned notary public for such state, personally appeared **Gregory O. Bullock**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and seal on November 13, 2007

Carleen Acree Notary Public.

Residing at: nanpa, Idaho.

My Commission Expires: 3-9-2010



STATE OF IDAHO, County of Canyon) ss

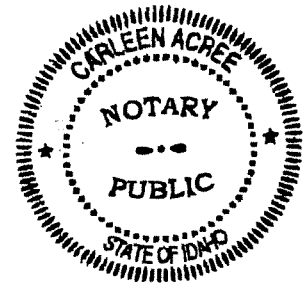
On this date, before me, the undersigned notary public for such state, personally appeared **Jeanette E. Bullock**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and seal on November 13, 2007

Carleen Acree Notary Public.

Residing at: Boise, Idaho.

My Commission Expires: 3-3-2010



STATE OF IDAHO, County of Canyon) ss

On this date, before me, the undersigned notary public for such state, personally appeared **Randy Hopkins**, known to me to be the member manager of **Hopkins Northwest Fund, LLC**, the limited liability company that executed the within instrument, and acknowledged to me that such limited liability company executed the same.

WITNESS my hand and seal on 1/17/08

Jessica L. Knickerbocker Notary Public.

Residing at: Boise, Idaho.

My Commission Expires: 2/4/2011

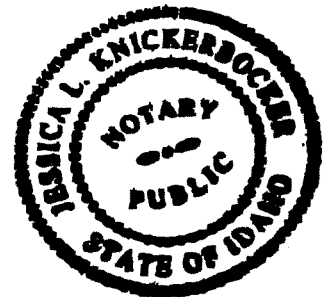


EXHIBIT A

PARCEL 1

A parcel of land being a portion of Government Lot 3 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of said Section 31, (center Quarter corner), said corner monumented with a 3 inch diameter aluminum disk; thence

South 89°22'22" West a distance of 1323.51 feet along the Northerly boundary of said Southwest Quarter to the Northeast corner of said Government Lot 3, said corner lies North 89°22'22" East a distance of 1418.65 feet from the Northwest corner of said Government Lot 3, (West Quarter corner); thence

South 0°18'28" East a distance of 798.92 feet along the Easterly boundary of said Government Lot 3 to a point; thence

South 89°41'32" West a distance of 287.26 feet at right angles to the Easterly boundary of said Government Lot 3 to the **POINT OF BEGINNING**, said point monumented with a 5/8 inch diameter iron pin; thence

South 36°36'26" East a distance of 66.94 feet to a 1/2 inch diameter iron pin; thence

South 66°23'26" East a distance of 71.88 feet to a 1/2 inch diameter iron pin; thence

South 09°19'27" West a distance of 164.57 feet to a 1/2 inch diameter iron pin; thence

North 85°14'23" West a distance of 148.49 feet to the beginning of a tangent curve right, having a radius of 47.00 feet, said point monumented with a 1/2 inch iron pin; thence a distance of 67.54 feet along the arc of said curve, having a central angle of 82°20'21", the long chord of which bears North 44°04'13" West a distance of 61.88 feet to a 1/2 inch diameter iron pin; thence tangents to said curve

North 2°54'03" West a distance of 33.76 feet to a 1/2 inch diameter iron pin; thence

North 04°16'29" East a distance of 163.15 feet to a 1/2 inch diameter iron pin; thence

South 85°20'04" East a distance of 101.79 feet to the **POINT OF BEGINNING**.

PARCEL 2

A 28.00 foot wide strip of land over and across an existing paved driveway, for the purposes of ingress/egress, said strip of land located in a portion of the Northwest Quarter of the Southwest Quarter and in a portion of Government Lot 3 of Section 31, Township 3 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of said Section 31, (Center Quarter corner) said corner monumented with a 3 inch diameter aluminum disk; thence

South 89° 22' 22" West a distance of 1154.75 feet along the Northerly boundary of said Southwest Quarter to the **POINT OF BEGINNING**; said point lies

North 89° 22' 22" East a distance of 168.76 feet from the Northeast corner of said Government Lot 3; thence

South 0° 16' 07" East a distance of 1020.76 feet to a Point; thence

North 89° 52' 56" East a distance of 429.66 feet to a point; thence

South 18° 07' 00" West a distance of 57.10 feet to a point; thence

North 69° 37' 11" West a distance of 74.91 feet to a point; thence

South 89° 52' 56" West a distance of 889.38 feet to a point; thence

North 0° 07' 04" West a distance of 28.00 feet to a point; thence

North 89° 52' 56" East a distance of 519.75 feet to a point; thence

North 0° 16' 07" West a distance of 1020.51 feet to a point on the Northerly boundary of said Southwest Quarter; thence

North 89° 22' 22" East a distance of 28.00 feet along the Northerly boundary of said Southwest Quarter to the **POINT OF BEGINNING**.

2008003319

RECORDED

2008 JAN 18 PM 1 00

WILLIAM H. HURST
CANYON COUNTY RECORDER
BY *W. Hurst*

PIONEER TITLE COMPANY

REQUEST

W. Hurst
TYPED FEB 24 2008

CONFORMED COPY
REC. DATE _____
INSTRUMENT # _____

2008 JUN 10 PM 4 16
WILLIAM H. HURST
CANYON CNTY RECORDER
BY _____

RECORDED

2008001843

Return to:

Jessica Knickerbocker
910 E. Camel St.
Meridian, ID 83646
Hopkins Financial Services

711909

(Space for Recording Information)

**AMENDMENT OF DECEMBER 28, 2007
TO THE DEED OF TRUST AND SECURITY AGREEMENT**

THE PARTIES hereto are the following:

Hunter's Point Development Corporation, an Idaho corporation, Hunter's Point Golf Community, LLC, an Idaho limited liability company, and Gregory O. Bullock and Jeannette E. Bullock, husband and wife, hereinafter referred to as "Borrowers"; and,

Hopkins Northwest Fund, LLC, an Idaho limited liability company, hereinafter referred to as "Lender".

AGREEMENT: The parties hereto hereby enter into this agreement (herein called "this amendment") and hereby mutually agree as follows:

01. **EFFECTIVE DATE:** DECEMBER 28, 2007. The foregoing date is the "effective date" of this amendment even though one or more of the parties signed this amendment before or after such date.

02. **SUBJECT CONTRACTS.** On August 14, 2006, the Borrowers and the Lender entered into that certain document entitled "Promissory Note" ("Subject Promissory Note" herein) and that certain document entitled "Master Credit Agreement" ("Subject Master Credit Agreement" herein) and that certain document entitled "Deed of Trust and Security Agreement" ("Subject Deed of Trust" herein) dated August 14, 2006, and recorded on August 14, 2006, in the Office of the Recorder for Canyon County, Idaho, as Instrument No. 200666364, secured by the Subject Deed of Trust along with a "Security Agreement" and "UCC-1 Lien" ("Subject Contracts" herein) securing the Subject Promissory Note and the Subject Master Credit Agreement with that collateral described as follows:

Golf Course-Clubhouse (Parcel 9)
 Overflow Parking Lot (Parcel 6)
 Golf Course Holes 8&9 (Parcel 3)
 Holes 11-16 (Parcel 1)
 Holes 10,17,18 (Parcel 2)
 The West Portion of South Basin (Parcel 11)
 Circling Raven (Parcel 15)
 Circling Raven RP Lot (Parcel 15A)
 Golf Course Holes 1,2,6&7 (Parcel 4)
 North Slope (Parcel 10)
 South Slope (Parcel 14)
 Monarch Slope (Parcel 13)
 The East Portion of South Basin (Parcel 12)
 Heron II (Parcel 17)
 Golf Course Holes 3,4,&5 (Parcel 5)
 Circling Raven Apartments (Parcel 15a)
 Royal Ridge (Parcel 16)
 Road Right of Ways (Parcel 1a,2a,3a)
 Assignment of LLC interest in Board Creek, LLC of 11 acres near Midway and Orchard
 as referred to in Title One's Title Commitment #C0615433
 Sunrise Crossing unsold Lots (Parcel 18) as referred to in Title One's Title
 Commitment #C0615706
 Shank Option for The Rim, Lookout Ridge & Lookout Basin as referred to in Title
 One's Title Commitment #C0615706
 Assignment of LLC interest in Bullock-King and B&F Inc, of the Thucsson Contracted
 property as referred to in Title One's Title Commitment #C0615698

03. BASIS OF THIS AMENDMENT. Each party hereby separately represents, warrants and agrees as follows:

(a) On August 14, 2006, the parties entered into the Subject Deed of Trust, the Subject Master Credit Agreement, the Subject Promissory Note and other documents in connection with the loan from the Lender to the Borrowers set forth in the Subject Promissory Note ("Subject Loan Transaction" herein).

(b) The Subject Loan Transaction includes numerous security interests in various real properties and personal properties and is by reason thereof more complex than the usual loan transaction.

(c) In preparation of documents to close the Subject Loan Transaction, the Borrowers provided the Lender with the legal description to that real property ("Omitted Real Property" herein) described in Exhibit A which is attached hereto and by this reference incorporated herein.

(d) The parties intended to include the Omitted Real Property as part of the real property which would secure the loan documented in the Subject Loan Transaction.

(e) The Borrowers Gregory O. Bullock and Jeanene E. Bullock, husband and wife, owned when the Subject Loan Transaction was negotiated and closed and still own the real property described in Exhibit A.

(f) In the hurry-up efforts made by both the Lender and the Borrowers to pull all security interests together and close the Subject Loan Transaction, the Omitted Real Property was overlooked and was not included with the other real property described in the Subject Deed of Trust.

(g) The parties by this amendment intend to correct that omission of the Omitted Real Property from the Subject Deed of Trust.

The foregoing provisions of this amendment are binding representations, warranties and agreements of the parties and are not mere recitals.

04. AMENDMENT INCLUDING OMITTED REAL PROPERTY AND EXTENDING THE TIME TO CURE PAYMENTS. In consideration of and in exchange of the agreements of the parties set forth below, the parties further mutually agree as follows:

(a) The Subject Deed of Trust is hereby amended and as amended shall include the Omitted Real Property as additional real property described in the Subject Deed of Trust and as additional security for the performance of all of the obligations of the Grantors secured by the Subject Deed of Trust to the same effect as if the Omitted Real Property were described in the Subject Deed of Trust at the signing of the Subject Deed of Trust by the Borrowers.

(b) The Lender hereby extends the time within which the Borrowers can pay and thereby cure all defaults in payments which are now due and past due under the provisions of the Subject Promissory Note to and including 5:00 o'clock P.M. on January 10, 2008, when all such unpaid defaults in payments which are now due and past due under the provisions of the Subject Promissory Note shall be immediately due and payable.

05. OTHER PROVISIONS UNCHANGED. All of the other provisions of the Subject Contracts are and shall remain in full force and effect and are not changed or altered in any respect by this amendment except to add the Omitted Real Property as additional security to the Subject Deed of Trust as provided in paragraph 04 of this amendment.

06. LIABILITY - JOINT AND SEVERAL. The liability of all parties hereto who agree herein to perform any provision of this amendment shall be joint and several.

07. **BINDING EFFECT.** The agreements herein shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties to this amendment.

SIGNED BY THE BORROWERS:

Hunter's Point Development Corporation

By 

Name: Gregory O. Bullock, its President

1/3/08
(Date Signed)

Hunter's Point Golf Community, LLC

By 

Name: Gregory O. Bullock, its authorized member

1/3/08
(Date Signed)


Name: Gregory O. Bullock, individually

1/3/08
(Date Signed)


Name: Jeanette E. Bullock, individually

1/3/08
(Date Signed)

SIGNED BY THE LENDER:

Hopkins Northwest Fund, LLC

By 

Name: Randy Hopkins, Member Manager

1/4/08
(Date Signed)

STATE OF IDAHO, County of Canyon) ss

On this date, before me, the undersigned notary public for such state, personally appeared Gregory O. Bullock, known to me to be the president of Hunter's Point Development Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and seal on

1-3-08

Notary Public.

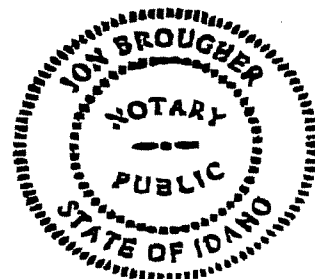
Residing at:

RESIDING IN NAMPA, IDAHO

Idaho.

My Commission Expires:

COMMISSION EXPIRES 5/18/13



STATE OF IDAHO, County of Canyon) ss

On this date, before me, the undersigned notary public for such state, personally appeared Gregory O. Bullock, known to me to be the authorized member of Hunter's Point Golf Community, LLC, the limited liability company that executed the within instrument, and acknowledged to me that such limited liability company executed the same.

WITNESS my hand and seal on

1-3-08

Notary Public.

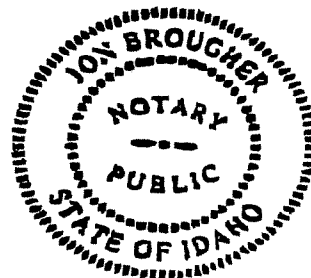
Residing at:

RESIDING IN NAMPA, IDAHO

Idaho.

My Commission Expires:

COMMISSION EXPIRES 5/18/13



STATE OF IDAHO, County of Canyon) ss

On this date, before me, the undersigned notary public for such state, personally appeared Gregory O. Bullock, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and seal on

1-3-08

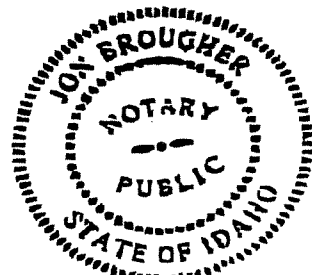
Notary Public.

Residing at:

RESIDING IN NAMPA, IDAHO
COMMISSION EXPIRES 5/18/13

Idaho.

My Commission Expires:



STATE OF IDAHO, County of Canyon) ss

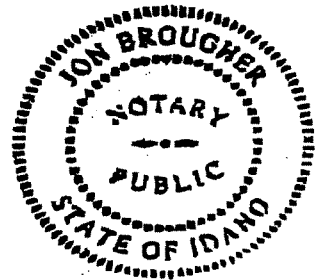
On this date, before me, the undersigned notary public for such state, personally appeared Jeanette E. Bullock, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and seal on 1-3-08

[Signature] Notary Public.

Residing at: RESIDING IN NAMPA, IDAHO Idaho.

My Commission Expires: COMMISSION EXPIRES 5/18/13



STATE OF IDAHO, County of Canyon) ss

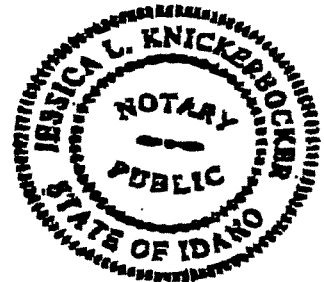
On this date, before me, the undersigned notary public for such state, personally appeared Randy Hopkins, known to me to be the member manager of Hopkins Northwest Fund, LLC, the limited liability company that executed the within instrument, and acknowledged to me that such limited liability company executed the same.

WITNESS my hand and seal on 1-4-08

[Signature] Notary Public.

Residing at: Boise, ID, Idaho.

My Commission Expires: 2/4/2011



J.B. 1/3/08

EXHIBIT A

This parcel is a portion of the Southwest Quarter of the Southeast Quarter of Section 31, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter (West Quarter corner); thence
 North 89° 22' 22" East a distance of 2742.16 feet along the North boundary of said
 Southwest Quarter to the Northeast corner of said Southwest Quarter; thence
 South 00° 17' 14" East a distance of 1309.33 feet along the East boundary of the Northeast
 Quarter of the Southwest Quarter to the **POINT OF BEGINNING**; thence
 North 88° 59' 36" East a distance of 703.44 feet along the North boundary of said
 Southwest Quarter of the Southeast Quarter to a point; thence
 South 01° 00' 24" East a distance of 55.00 feet to a point; thence
 South 88° 59' 36" West a distance of 645.85 feet to the beginning of a curve, said curve to
 the left through an angle of 97° 42' 48", having a radius of 20.00 feet, and whose long chord bears
 South 40° 08' 12" West a distance of 30.12 feet to a point; thence
 South 08° 43' 12" East a distance of 184.69 feet to a point; thence
 South 85° 25' 23" West a distance of 56.02 feet to a point; thence
 North 00° 17' 14" West a distance of 265.84 feet along the West boundary of said
 Southwest Quarter of the Southeast Quarter the **POINT OF BEGINNING**.

EXHIBIT A